## BASIC CONTRACT ADMINISTRATION

## **CLASSROOM EXERCISES**

FEDERAL ACQUISITION INSTITUTE

CURRICULUM OF PROCUREMENT TRAINING COURSES

CURRENT THROUGH FAC 90 - 20

OFFICE OF ACQUISITION POLICY
GENERAL SERVICES ADMINISTRATION

### OPEN BOOK TRUE-FALSE QUIZ

#### **Directions**

This exercise consists of a set of 14 True-False questions you are to answer as you read Chapter 1. Circle either "T" or "F" for each question. It is an open book quiz so you should answer every question correctly. You will have 45 minutes to read Chapter 1 and answer the questions.

### True-False Quiz: Answer by circling "T" or "F"

1.	Joanne's first assignment was to review the contract administration plan Eric developed for the Angkor Wat contract.	T	F
2.	A contract administrator must monitor the performance of both the contractor and the Government.	T	F
3.	A contract file typically includes the results of a preaward survey, evidence of funds availability, and the solicitation.	T	F
4.	A criticality designation of "C" is reserved for contracts that are to receive special attention because of their importance.	T	F
5.	The contractor's past performance on dissimilar contracts should not be used to guide contract administration planning.	T	F
6.	The level of risk on the part of the contractor also represents a risk to the Government.	T	F
7.	The Government's monitoring and inspection activities are most intensive at the very beginning of a fixed price contract.	Т	F
8.	The functions usually performed during contract administration are defined by FAR 42.302(a).	Т	F
9.	Once a contract is awarded, all decisions about that contract become the responsibility of the COR/COTR.	Т	F
10.	After it is prepared, a contract administration plan cannot be changed without amending or modifying the contract.	Т	F
11.	The specific criteria to be used for inspection and acceptance are limited to those contained in the contract.	T	F
12.	At a minimum, a contract administration plan identifies what activities must be performed, when, and by whom.	T	F
13.	When a contract administration team member is designated, limitations on delegated responsibilities must be identified.	T	F
14.	The COR/COTR is responsible for notifying the contractor of persons delegated responsibility for administering the contract.	T	F

#### SAMPLE CONTRACT ADMINISTRATION PLAN

#### **Directions**

This exercise will help you understand how a contract administration plan is structured. Use the information in Exhibit 7-11 the Text/Reference to guide your review of Norma's plan. You will have 25 minutes to do this exercise.

- 1. Read the memorandum to Norma Jackson on page 2 giving her this assignment.
- 2. Next read Peter's notes on the contract on pages 3 and 4 to understand the contract's requirements.
- 3. Look at Norma's cover memo an then examine the plan prepared by Norma Jackson on pages 6 and 7. It has several errors and omissions. Identify them and write out what should be there.
- 4. Chapter 1 describes six steps that Norma should have completed before preparing her contract administration plan. Using scratch paper, briefly describe what Norma might have done to improve her performance for each step:
  - Identify Clauses and Requirements
  - Determine Criticality
  - Identify Previous Issues and Problems
  - Meet with Requiring Activity
  - Determine Extent of Performance Monitoring
  - Delegate Contract Administration Functions

#### **MEMORANDUM**

TO: Norma Jackson, Contract Specialist

FROM: Donald Leader, Contracting Officer

Due to Peter's unexpected resignation last week when that newspaper article appeared, I've had to reassign his workload. You will take over the FONI contract. Peter's notes are attached; they seem complete and correct. I can't locate the actual files as yet, so you will have to work from these notes.

Prepare a Contract Administration Plan. The award was last Tuesday, so it's important to get on this one quickly. We have no set format, so I recommend you develop your own based on the suggested list of contents in Exhibit 1-11 of the Text/Reference you received when you attended the Basic Contract Administration course. After I approve the plan, you will take over as the Contract Administrator.

#### **CONTRACT FILE REVIEW NOTES**

 Contract No. GS-99F-90-ARC-0031, to "Install Flowers at Franklin Federal Building" was awarded to

> Flowers in Our Neighborhood, Inc. (FONI) 3001 Rosebush Street Metropolis, BE 41414

in the amount of \$32,382, fixed price.

- 2. The scope of work can be summarized as follows:
  - a. Contractor is to provide all materials and labor required to plant flowers in 234 rectangular concrete planters and 46 round concrete planters located on the grounds of the Franklin Federal Building, Elm Street and Wilson Avenue, Metropolis, BE, 41400.
  - b. Contractor is to plant alternating red and white geraniums in the planters. Allowing for six-inch spacing, the rectangular planters each will require 24 plants, and the round planters each will require 9 plants. Contractor may use any layout that meets these requirements.
  - c. Contractor is to remove all dirt and debris now in planters and replace with clean topsoil. One-half ounce of granular 5-10-5 fertilizer is to be added per geranium plant, mixed into topsoil.
  - d. Contractor is to furnish plants grown in 4-inch containers that are at least 12 inches tall at time of planting. All plants must be in bloom at time of planting.
  - e. Contractor is to water the plants as needed through the guarantee periods.
  - f. Contractor is to replace any plants that fail to remain alive or that fail to be at least 15 inches high 30 days following planting. Replacement plants will be similarly guaranteed for a second 30-day period.
  - g. Contractor is to complete the initial planting within 45 days of award.
  - h. Contractor is to perform in workman-like manner and not interfere unnecessirily with normal building access and activities.
  - i. When reviewing the contract, I noticed that site cleanup is not mentioned. This may have been an oversight in that similar contracts usually include this requirement.
- 3. The award was based on a competitive procurement. FONI offered the lowest bid of the six responsive bids received. Two other bids were disqualified for failing to offer the minimum guarantee period on replacing unacceptable plants.

- 4. FONI has been in business at its present location for seven months. It was incorporated in this State at that time. Its President and Vice President own 100% of the firm. There is one additional employee. FONI averaged about \$6,000 in sales in each of the three months prior to the award. It has not previously held a Government contract.
- 5. Three prior customers identified as references by FONI were contacted. While all three rated FONI's performance as satisfactory, two noted delivery delays.
- 6. The building manager of the Franklin Federal Building, George Lincoln, is designated as the COTR. He will be responsible for any required approvals of the contractor's work.
- 7. Under the terms of the contract, the contractor may invoice the Government for half the contract amount following acceptance of the initial planting. The remaining half may be invoiced 60 days after the initial planting, when the second guarantee period is over.
- 8. The person signing on behalf of the contractor is Mr. Dustin Potts, President. His telephone number is (910) 555-1234.

#### **MEMORANDUM**

TO: Donald Leader, Contracting Officer

FROM: Norma Jackson, Contract Specialist

I've attached a Contract Administration Plan as per your request.

I was surprised at the news about Peter. Under the circumstances, I guess we will not be scheduling a farewell lunch in his honor.

#### CONTRACT ADMINISTRATION PLAN

1. Contract: GS-99F-90-ARC-0031

"Install Flowers at Franklin Federal Building" Elm Street and Wilson Avenue, Metropolis

Criticality Designator: A

Contract Amount: \$32,382.00 Contract Type: Fixed Price Date of Award: April 1, 1990

2. Contractor: Flowers in Our Neighborhood, Inc.

3001 Rosebush Street Metropolis, BE 41414

Contact: Mr. Dustin Potts, President

(910) 555-1234

3. Files: NNA Contracts Division

Room 777

Franklin Federal Building Elm Street and Wilson Avenue

Metropolis, BE 41400

(At present time, files cannot be located.)

4. Scope of Work: Contract is to replace dirt in existing planters, fertilize, and install approximately 6,000 geranium plants at the Franklin Federal Building. Alternating red and white geraniums are required spaced 6 inches apart. Contractor must replace plants not alive or not at least 15 inches high 30 days after planting, and similarly guarantee replacement plants

for another 30 days.

5. Place of Performance: Franklin Federal Building

Elm Street and Wilson Avenue

Metropolis, BE 41400

6. Reporting Requirements: None

#### 7. Contractor Milestones:

- May 15: 45 days after award; initial planting to be completed
- June 14: 30 days after initial planting; 30-day inspection and replacements
- August 14: 30 days after replacement planting; 60-day inspection and replacements

#### 8. CO Representatives:

Contract

Administrator: Ms. Norma Jackson

NNA Contracts Division

Responsible for communicating with contractor, approval of invoices

• COTR: Mr. George Lincoln

**Building Manager** 

Franklin Federal Building

Responsible for inspection/acceptance of the

contractor's work

#### 9. Potential Problem Areas:

- a. Contractor has no prior Government contracting experience; may not be familiar with all contract terms and conditions.
- b. Contractor has record of delivery delays; also, it is a relatively new firm, with a modest sales volume, and a total of only three employees.
- c. From the notes, the contract does not specify whether the contractor or the Government is responsible for removing the old soil from the site.
- d. How will the Government determine that the proper type and amount of fertilizer was added to the new soil?

#### 10. Action Requirements:

a.	Write delegation letter to COR/COTR	by April 5	NJ, Contract Specialist
b.	Hold postaward conference emphasizing issues (a), (b), and (c)	by April 10	NJ, Contract Specialist
c.	Resolve inspection issue (d)	by April 10	NJ, Contract Specialist

#### AN ACTUAL CONTRACT FILE

#### **Directions**

This exercise will help focus your attention on the sections of the contract file in the Appendix. Answer every question as you read through the file. Write out your answer in the blank following each question. Remember, the file begins at the bottom and each successive document is added on top.

The cover sheet shows what documents are in the file. Each document, or section, has its own divider page. Because this is a Desk Copy, not all documents from the original file are included, but you do have all of the information you will need. This excercise should take you about 60 minutes to complete.

Sect	ion 1. Requisition	
1a.	Date the Requisition was prepared?	
1b.	What building tenant wants additional service hours for its own use?	
Sect.	ions 2 through 8 are in the Master File only, and not repy.	roduced for this Desk
Sect	ion 9. Bid Verification Correspondence	
9a.	What was Profitable's bid amount, per month, for the base year of the contract?	
9b.	Why was confirmation of Profitable's bid price requested?	
Sect	ion 10. Price Analysis	
10a.	Why was Bidder B's offer not chosen for award?	
10b.	What was Profitble's bid amount, per year, when calculated pet square foot?	
Sect	ion 11. Responsibility Determination	
11a.	Based on dollar amount, would Profitable be undertaking a larger contract for the FCA than it ever has before?	
11b.	What FAR clause allows the Government to consider Integrety and Business Ethics when making an owned?	

Sections 12 and 13 are in the Master File only, and not reproduced for this Desk Copy.

Section 14. Contract Document. Parts	"K" (Representations and Certifications), "L"
(Instructions to Offerers), and "M" (Eva	aluation Factors) are in the Master File only
and are not included in this Desk Copy.	

14a.	Will the Government or the contractor provide the supplies needed for janitorial services?	
14b.	What happens if some work is not performed or not performed satisfactorily?	
14c.	What is the lowest hourly wage that can be paid to contractor personnel performing janitorial services?	
14d.	Where are the specific requirements and quality standards for janitorial services described?	
14e.	By how much will the contract be reduced if one of the five passenger elevators is out of service for 12 working days?	
14f.	Who has been designated as the Contracting Officer's Representative for this contract?	
14g.	What requirement must the contractor meet before assigning supervisory personnel under the contract?	
14h.	What is the standard FAR clause that describes how changes in pricing will be made due to changes in minimum wage rates?	
Secti	on 15. Contract Exhibits 2A and 2E.	
15a.	How frequently are stairways to be swept and dusted?	
15b.	What is the Contractor supposed to do with solid waste collected during cleaning?	

#### PREPARE A CONTRACT ADMINISTRATION PLAN

#### **Directions**

You will work in small groups to prepare a contract administration plan for the Profitable contract. Use the plan outline on the following three pages as a guide. Your group will have 50 minutes to complete this excercise. You can refer to Chapter 1 in the Text/Reference and to the sample contract administration plan in Excercise 1-2 for assistance.

Your group should prepare its plan on a flipchart or scratch paper. When the group plans are finished, the entire class will discuss the results. As the answers are presented, record them in the outline on the next three pages so you will have your own copy of the plan.

# CONTRACT ADMINISTRATION PLAN PROFITABLE BUILDING SERVICES

1.	Contract:
2.	Contractor:
3.	Files:
4.	Scope of Work:
••	200pt 02 02-22

5.	Place of Performance:
_	
6.	Reporting Requirements:
7.	Contractor Milestones:
8.	C.O. Representatives:

9. Potential Problem Areas:

**10.** Action Requirements:

## SAMPLE DELEGATION MEMO TO COR AND SAMPLE FORMAL NOTICE TO CONTRACTOR

#### **Directions**

Read the sample delegation of responsibilities memo to the Profitable contract COR, Carl Customs, and read the sample formal notice of the COR designation sent to the contractor.

Each has two blanks in it. Figure out what goes in the blanks using the information at the end of Chapter 1 in your Text/Reference. Write your answers directly in the blank spaces.

Then, enter these two items on the contract file checklist at the beginning of the Appendix. Write "Delegation memo to COR" on line 16 and write "COR notice to contractor" on line 17.

You will have 10 minutes to complete this excercise.



## FEDERAL CONTRACTING ADMINISTRATION

ТО	:	Mr. Carl Customs Building Manager Federal Building No. 3			
FR	OM:	Mary J. Vonklaus, Contracting Officer			
SUBJECT:		Contracting Officer's Representative (COR) Designation for Contract No. FCA88-92-C-2121			
C-2	•	gnate you as Contracting Officer's Representative on Contract No. FCA88-92-led to Profitable Building Services, Inc. for custodial services at Federal 3.			
	-	ibilities, listed below, have been incorporated into the contract, Section E-1-B. nese responsibilities, you must not			
Yo	ur COR res	sponsibilities include:			
1.	Determining the adequacy of the contractor's performance with respect to Exhibits 2A and 2E in Section J of the contract, conducting such inspections as necessary to verify the quality of the contractor's performance, and reporting any deficiencies not corrected in a timely way as prescribed in paragraphs 2(d) and 2(e) in Section E of the contract.				
2.	Overseeing the work performed by the contractor at the site as defined by paragraphs 2 and 3 in Section C of the contract.				
3.	Providing the contractor with the supplies, materials, equipment and utilities identified in paragraph 5(A) in Section C of the contract.				
4.	Approving the qualifications of the contractor's on-site supervisors and other personnel with respect to paragraphs 6(A) and 6(B) in Section C of the contract.				
5.	Approvin	g the selection of in accordance with paragraph 5(A)			
	in the cor	ntract.			
6.	contracto	g the contractor's annual schedule of daily and periodic cleaning and the r's quality control program plan as described in paragraphs 7(A) and 8 in c of the contract.			

- 7. Directing the contractor to divert its work force as necessary to deal with snow and ice removal or other emergency conditions as specific in paragraph 7(C) in Section C of the contract.
- 8. Providing this office with a monthly report against which it will be possible to verify monthly invoices submitted by the contractor for payment.

In carrying out these responsibilities, you are authorized to delegate those tasks described under 1 through 7 above to your subordinates as appropriate. However, you will retain full responsibility for their actions.

You are to notify me in writing of any dispute between you and the contractor that cannot be resolved, of any evidence that the contractor is unable or unwilling to perform, or of any change in your status that would interfere with your performance of the above responsibilities.

Please sign one copy of this letter and return it to me along with a signed copy of the standard certificate verifying that you have read and will abide by the Code of Ethical Conduct and the Integrity Awareness Act for Government Employees.

	Sincerely,
	Mary J. Vonklaus, Contracting Officer
Carl Customs	



John Mahoney

### FEDERAL CONTRACTING ADMINISTRATION

Mr. John Mahoney Profitable Building Services, Inc. 9191 Crosstown Blvd. Capital City, DR 11811 Dear Mr. Mahoney, This officially notifies you that Mr. Carl Customs, Building Manager, Federal Building No. 3, will \_\_\_\_\_ As described in Section E-1.B of the contract, Mr. Customs and those individuals he may designate to assist him will be responsible for determining the adequacy of your performance under this contract, for acting as the Government's representative in charge of work at the site, for ensuring your work is in compliance with contract requirements, and for advising me of any factors that may cause a delay in work performance. Mr. Customs also will verify your monthly invoices. Mr. Customs is not authorized to make any changes in contract clauses that would affect the price or duration of your performance. You are encouraged to contact me directly should \_\_\_\_ \_\_\_, or should other events occur that will impact on your ability to meet your obligations under the contract. Please acknowledge receipt of this letter by signing one copy and returning it to me. Sincerely, Mary J. Vonklaus, **Contracting Officer** 

#### PLANNING A POSTAWARD ORIENTATION

#### **Directions**

This exercise will help you understand the kinds of issues that may have to be considered in a postaward orientation. This exercise is in two parts. First read the memos. Then:

For Part A, discuss the Sharpie Products problem in your small group. Try to agree on how to interpret "2400 pairs" and see if you can come up with a reason. You will have 5 minutes for Part A before the issue is discussed in class.

For Part B, consider two problems on the FONI contract:

- 1. Whether removal of the old dirt is the contractor's responsibility.
- 2. How to establish whether the fertilizer requirment has been met.

You will have 20 miuntes to work on Part B. Put your group's ideas on scratch paper so they can be reported to the class.

#### **MEMORANDUM**

TO: Norma Jackson, Contract Specialist

FROM: Donald Leader, Contracting Officer

Except for the few errors I already spoke to you about, the FONI Contract Administration Plan is acceptable. Please incorporate the corrections we agreed upon:

- change the criticality designator in Section 1 to "C",
- change the third milestone date in Section 7 to July 14,
- add performance monitoring to your list of responsibilities in Section 8, and
- add formal notice to the contractor regarding the COR's role in your list of actions required in Section 10.

You should now move rapidly to the next steps.

- 1. Prepare the letter designating the building manager as COR/COTR and listing his responsibilities.
- 2. Prepare the letter to the contractor concerning the COR/COTR designation, and noting your role as Contract Administrator.
- 3. Resolve the dirt removal and fertilizer inspection issues.
- 4. Hold the postaward conference.

I located the signed contract, and a copy is being made for you. But I still have not found all of Peter's file, so I don't know if the dirt removal issue was raised earlier. Obviously, we can't ask Peter. If you look through his desk, you may find some notes. Let me know how you plan to deal with the dirt removal and fertilizer inspection issues.

#### **MEMORANDUM**

TO: Donald Leader, Contracting Officer

FROM: Norma Jackson, Contract Specialist

I wrote letters to the building manager and the contractor on the FONI contract as you instructed. I also have scheduled a postaward conference for next Monday. Mr. Lincoln and I will represent the Government.

I couldn't find any notes on the FONI contract in Peter's desk. All I did find were the usual office supplies, some notes on the Sharpie Products case, and a stack of old magazines.

The Sharpie Products case seems to involve a dispute over the meaning of "2400 pairs of alligator clips, half red and half black." It is not clear whether the Government intended to buy 2400 or 4800 items. I don't understand all of this stuff yet.

As to the dirt removal and fertilizer inspection issues, I've asked some friends of mine who are taking the course on contract administration for their suggestions. I'll let you know what they come up with.

#### RESEARCHING POSTAWARD ORIENTATION ISSUES

#### **Directions**

During this exercise, each group will research some issues in the Profitable contract and get prepared to answer any questions on your group's topic the contractor may raise in a postaward conference. Each group will research a different topic to establish the Government's position and be prepared to answer the contractor's questions. The topics and issues are on page 2 of this exercise. Use the form on page 3 of the exercise to summarize the results of your group's research. Your group will have about 45 minutes to complete this assignment.

#### TOPICS AND ISSUES TO BE RESEARCHED

One topic will be assigned to each group:

## Topic A: The Annual Cleaning Schedule and the Quality Control Program Plan to be Prepared by the Contractor.

- Issue 1. What will determine whether the Annual Cleaning Schedule and Quality Control Program plans are acceptable?
- Issue 2. To whom are the Annual Cleaning Schedule and the Quality Control Program plan to be delivered?

#### Topic B: Supplies, Materials, Equipment to be Furnished by the Contractor.

- Issue 1. The schedule of Cleaning Requirements specifies a number of activities requiring products not listed in Exhibit J-3. Whate are these products?
- Issue 2. The Government will not be responsible for damage or loss to the contractor's supplies or equipment. Will storage areas be equipped with locks? If not, can the contractor install them?

#### Topic C: Directions for Work Not Performed or Performed Improperly.

- Issue 1. There is a requirement to provide utility services for an occupying agency. What will happen if this tenant moves out?
- Issue 2. What recourse does the contractor have when told certain work was not performed or not performed properly?

#### **Topic D: Performance of Inspections.**

- Issue 1. How will acceptance of performance be decided if the contractor's inspectors and the QCS disagree?
- Issue 2. How and when will the contractor be informed of deficiency in performance?

#### Topic E: Qualifications of Contractor's Supervisors and Personnel.

- Issue 1. How wil the Government determine that an employee is "fully trained and qualified"?
- Issue 2. What does the term "standards of conduct" mean?

#### For each topic assigned to your group, provide the following information:

- 1. References. (List all paragraphs in the contract that apply to the topic.)
- 2. Requirements. (List all requirements other than the performance standards that the contractor must meet with respect to this topic.)
- 3. Schedule. (List all schedule milestones other than cleaning frequencies that the contractor must meet with respect to this topic.)
- 4. Issues. (Summarize the Government's position with respect to each issue listed under your group's topic.)
- 5. Clarifications. (Identify any other issues with respect to your group's topic that may require clarification during the postaward orientation. Your group should be able to identify at least two.)

#### PREPARING A POSTAWARD ORIENTATION AGENDA

#### **Directions**

You will work in small groups to prepare an agenda for the postaward orientation conference with Profitable Building Services. Your agenda should cover the six steps described on pages 2-23, 2-24, and 2-25 of your Text/Reference. These are summarized on the next page.

For Steps 1, 2, 3, 5, and 6, list your suggested agenda items in outline form; you should have two to four items for each of these steps. For step 4, list only agenda items concerned with the topic your group researched in Exercise 2-2. Make sure you include all essential points on your group's topic. Outline the agenda for covering your group's topic on page 3 of this exercise. Plan on having about 5 minutes for your group's portion of the agenda.

The team representing the Government will include the contract administrator, the COR, a cleaning products specifications specialist, an agency finance office representative, and a quality control specialist. The building personnel/security officer also may attend. Mr. Mahoney will be the contractor's only representative.

You will have about 20 minutes to work on the agenda.

### POSTAWARD CONFERENCE AGENDA

1.	Introductions:
2.	Explain Purpose:
3	Summarize Roles:
٥.	
4.	General Instructions: (SEE NEXT PAGE)
5.	Provide Contractor with Notices:
6	Sook Agrooment:
υ.	Seek Agreement:

# DETAILED TOPIC AGENDA (FOR 5 MINUTES OF THE CONFERENCE)

•	Your group's topic:
•	Your group's agenda for this topic:

#### CONDUCTING A POSTAWARD CONFERENCE

#### **Directions**

This exercise will be a role play of postaward conference. One person from each group will participate and be responsible for the conference segment dealing with your group's agenda for Step 4: General Instructions to the Contractor. The individuals representing each group will have the following roles:

- Group A: the Contracting Officer's Representative (Mr. Carl Customs)
- Group B: a cleaning products specifications specialist (use your own name)
- Group C: an agency finance office representative (use your own name)
- Group D: Quality Control Specialist (use your own name)
- *Group E:* the building Personnel/Security Officer (use your own name).

During the role play, everyone should take notes on what happens for a subsequent discussion.

#### PREPARING A DELIVERY ORDER

#### **Directions**

This exercise will give you practice in preparing a Delivery order. The exercise contains some information you need to have to order 12 additional clothes lockers for use by Profitable Building Services employees.

There also is a blank Delivery Order form (OF 347). Your instructor will tell you how to fill in each block on this form during class.

REQUIS	SITION FOR EQUIPMEN	IT, SUPPLIES, O	R SI	ERVICES		1.PAGE 1	
2. REQUISITION NUMBER WPP-93-0249	3. STOCKROOM CONTROL NO.	4. STOCKROOM CODE N	NO.	5. DATE PREPA	RED	6. JOB NUMBER	
7. TO (Stockroom - name and ad	Idress)		8. FR0	DM (Requisitioning po	oint - name a	nd location)	
Federal Contracting Aemi Contracts Branch, ATTN:				FOB #3 Capital City, DR 11777			
9. ALLOTMENT AND EXPENSE O 87654321	E ACCOUNTS CHARGEABLE		1	GNATURE OF APPR	ROVING OFF	FICER	
	name, telephone number, and extension)		12.TI	LE OF APPROVING	OFFICER		
FORM OR STOCK NUMBER	DESCRIPTION OF ARTI	CLES OR SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT
(13)		(14)	+	(15)	(16)	(17)	(18)
		quired within 0 days		12	EA		
20. DELIVER TO (Give complete	address, including ZIP Code)		TOTAL AMOUNT R				
Federal Office Bldg. #3 Receiving Room, ATTN: C. Customs 2900 Lost Lane		21. SHIPPED VIA  G FREIGHT  22. FILLED BY	FREIGHT $G$ PARCEL POST $G$ EXPRE			EXPRESS 24.0	G MAIL
Capital City, DR 11777		25. BILL OF LADING N	25. BILL OF LADING NUMBER			26. 🗆	PATE SENT
	RVICES WERE RECEIVED EXCEPT AS INDI	i				T 5	
SIGNATURE		TILE				DATE	
NOTE: Acquisition of nonexpend	able items are to be fully justified on face of req	uisition.					

#### **MEMORANDUM**

TO: Terry O'Day, Contract Specialist

FROM: Carl Customs, Building Manager, FOB No. 3

DATE: January 18, 1993

To save you time, I've analyzed the sources of clothes lockers available under FSS. They are in Schedule 71 III K, Special Purpose Furniture. Three vendors offer the kind of lockers we need. The prices shown are net after applicable discounts and include shipping costs.

Bay Products Contract No. Item SL881

5959 Harbor Way GS-00F03131 \$214.809 each

Canton, VA 30212

Tennsco Steel Contract No. Item TSS-400

P.O. Box 619 GS-00F-1492 \$221.20 each

Berlin, OH 48872

List Industries Contract No: Item L200-2017 440 State Street GS00F-7890 \$209.00 each

Rome, NH 84444 GS-00F-7890

ORDER FOR SUPPLIES OR SERVICES PAGES										
IMPORTANT: Mark all packages and papers with contract and/or order numbers.										
1. DATE OF ORDE		2. CONTRACT NO. (If any)	3. ORDER NO.			4. REC	EQUISITION/REFERENCE NO.			
5. ISSUING OFFICE (Address correspondence to)				6.SHPTO						
7. TO: CONTRACTOR (Name, address, and ZIP code)				SHIP VIA 8. TYPE OF ORDER						
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				-						
				$\operatorname{G}$ B. DELIVERY						
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE						
				11. BUSINESS CLASSIFICATION (Check appropriate box(es))						
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12. F.O.B. POINT 14. GOVERNMENT B/L NO.			100	<u> </u>				OUNT TERMS	011122	
				ONO	R BEFORE (C	Date)				
13. PLACE OF INSPECTION AND ACCEPTANCE				ł						
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17. SCHEDULE										
ITEM NO	TEM NO SUPPLIES OR SERVICES				UNIT	UNIT	AMOUNT		JANTITY	
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	ON 21. MAIL INVOICE TO: (Include ZIP Code)							17 (l).	GRAND	
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22. UNITED STATES OF AMERICA R						23. NAME (Typed)				
BY (Signature)										
						CONTRACT	ING/ORDERIN	IG OFFICER		
OPTIONAL FOR									AL FORM 347	

#### SOME MONITORING ISSUES

#### **Directions**

This exercise will acquaint you with some of the types of problems that you should be alert to during contract performance monitoring. The first sheet is a chart summarizing some key information on the FONI contract. You will fill in the blanks during class. Then, read the four items that Norma just received and write three brief memos for Norma:

- one replying to Mr. Pott's request for assistance
- one cautioning Mr. Lincoln about initiating constructive changes, and
- one to Mr. Leader regarding the Plant Factory letter.

Keep your memos very brief, just a few sentences if possible. There is space on the last page of the exercise for you to write your memos. But make sure to make your position clear on each issue. This exercise should take you about 20 minutes to complete.

# **SUMMARY: FONI CONTRACT**

Contractor:	
Contract No.:	Contractor's Representative:
Contract Amount:	Contract Type:
Purpose of Contract:	
Start Date:	End Date:
Contracting Officers	COR:
Contracting Officer:	COR:
	Contract Administrator:

# Flowers in Our Neighborhood, Inc. 3001 Rosebush Street Metropolis, BE 41414

re: Contract No.: GS-99F-90-ARC-0031

Ms. Norma Jackson Contract Specialist NNA Contracts Division, Room 777 Franklin Federal Building Elm Street and Wilson Avenue Metropolis, BE 41414

Dear Ms. Jackson,

Yesterday, my crew attempted to drive our truck on to the Franklin Federal Building grounds to begin work on our contract. Although the wide sidewalks around and in the courtyard of the building obviously are used by various service vehicles, the security guards denied us access without official authorization. Please provide that authorization. Without it, our work may be seriously delayed and possibly not feasible.

Sincerely yours,

Dustin Potts President

#### **MEMORANDUM**

TO: Norma Jackson, Contract Specialist

FROM: George Lincoln, Building Managers

RE: Contract No.: GS-99F-90-ARC-0031

Yesterday, Mr. Potts of FONI called to complain about lack of access for his truck and crew to building grounds using the sidewalks. I explained we would provide access between 8:30-11:30 a.m. and 1:30-4:30 p.m., but only if he makes a formal request. If authorized, he can obtain access by notifying me by telephone a day in advance. I then will notify the security guards.

During the conversation, I also expressed my concern that he was getting a late start on contract performance. Because I think it is essential to keep a close watch on how he sticks to his schedule, I plan to ask him to provide me with a weekly written report of progress. Mr. Potts and I have a meeting scheduled late next week to make arrangements for the 30-day inspection. I plan to request a weekly progress report at that meeting. Although these reports are not a requirement in the contract and were not discussed at the postaward conference, such reports will make my work easier.

#### **MEMORANDUM**

TO: Norma Jackson, Contract Specialist

FROM: Donald Leader, Contracting Officer

See the attached letter. Because contract awards are public information, I've written back to Ms. Gardener confirming that a contract has been awarded to FONI for planting geraniums. However, I think the letter ought to alert you to a potential problem. What do you think?

I've tried to contact Peter several times now without success. Yesterday, I was told his phone has been disconnected. I do hope everything works out all right for him.

#### The Flower Factory P.O. Box 1121 Metropolis, BE 41406

Mr. Donald Leader Contracting Officer NNA Contracts Division Franklin Federal Building Elm Street and Wilson Avenue Metropolis, BE 41414

Dear Mr. Leader,

Mr. Dustin Potts, president of Flowers in our Neighborhood, Inc., has placed an order with us for 6,400 geranium plants. Normally, we require a sizable deposit on such large orders for perishables. Mr. Potts says he is unable to provide a deposit at this time. However, he assures us that the purchase is on behalf of a contract he currently has with NNA. Based on his past history with us, I would not be willing to extend this amount of credit unless I am assured he does have the contract. Would you please confirm that such a contract has been awarded to FONI. Thank you.

Sincerely,

Rose Gardener Credit Manager

# Exercise 4-1

Memo to Mr. Potts on his request for authorization:
Wiemo to Mi. I ous on his request for authorization.
Memo to Mr. Lincoln on asking for written progress reports:
Memo to Mr. Leader on implication of Ms. Gardener's letter:
Trains to 1/11. Boads on implication of 1/10. Caracher 5 fetter.

#### CONDUCTING AND REPORTING AN INSPECTION

#### **Directions**

This exercise will help you understand what is involved in inspecting products or services being purchased under a Government contract. The exercise is divided into three parts.

- For Part A, create an Inspection Form that lists the items your group is to inspect and the standards that apply to each item based on Exhibit 2A from the Profitable contract.
- For Part B, each person is to separately conduct an inspection of all of the items on the group's Inspection Form. Indicate whether the item was performed satisfactorily, and record the nature of any deficiencies observed. (Assume this is the end of a cleaning day when the contractor has finished work and do not make allowances for use of the building since then.)
- For part C, each group will consolidate its inspection findings in an Inspection Report that describes deficiencies the contractor is to remedy.

You will have 10 minutes to prepare the inspection Form, 50 minutes to conduct the inspection, and 15 minutes to prepare your group's Inspection Report.

The group assignments are:

- Group A: Daily and weekly cleaning of toilet rooms and daily cleaning of the lobby and our hallway.
- Group B: Daily cleaning of this classroom and daily, 3 times per week, and weekly cleaning of the building exterior.
- Group C: Daily cleaning of the passenger elevators, and daily cleaning of this classroom
- Group D: Daily and weekly cleaning of toilet rooms, and daily, 3 times per week, and weekly cleaning of the building exterior.
- Group E: Daily cleaning of the passenger elevator, and daily cleaning of the main lobby and our hallway.

# **INSPECTION FORM**

Item	Standard	OK	Not

# INSPECTION REPORT

Reference	Item	Deficiency
<u> </u>	<u>!</u>	

#### **ASSESSING PROBLEMS**

#### **Directions**

In this exercise you will take a look at some problems on the Profitable contract that have been reported to you, assess their likely impact, and decide what the Government's position should be. Before working on the problems in your small group, you will be asked to fill in blanks for a summary sheet on to Profitable contract during class.

Your group's review of the problems reported by Carl Customs should take about 15 minutes.

# SUMMARY: PROFITABLE CONTRACT

Contractor:	
Contract No.:	Contractor's Representative:
Contract Amount:	Contract Type:
Purpose of Contract:	
Start Date:	End Date:
Contracting Officer:	COR:
Contracting Officer.	COR.
	Contract Administrator:

#### **MEMORANDUM**

TO: Terry O' Day, Contract Specialist

FROM: Carl Customs, COR

RE: Profitable Building Services

Contract No. FCA88-92-C-2121

Several problems have emerged on this contract that I want to call to your attention:

- 1. Utility Staff: The individuals assigned to this function by the contractor do not speak English. Building tenants requiring their services cannot explain what they want done.
- 2. Paper Towels: We have received several complaints that the towel dispensers are empty by mid-day. The contractor fails to fill them completely each evening.
- 3. Damage to Papers: A tenant reported that something was spilled on papers lying on her desk between when she left work in the evening and arrived back the following day.
- 4. Locked Room: Our QCS reported a file storage room was not cleaned; the contractor noted the room was found locked and no key had been supplied by the security guard.
- 5. Electrical Overload: The contractor reported that the there is an electrical overload in one section of the building; they cannot operate their floor polishing machine there without tripping the circuit breaker.
- 6. Delayed Work: At the request of the photo lab supervisor, I instructed the contractor to delay floor stripping and refinishing in the photo laboratory for a week because classified work was in progress; the contractor says they can omit the work until the next scheduled date but not postpone it.
- 7. Extra Cleanup: A pot of coffee was spilled on the carpet in the Director's office leaving a stain that requires immediate shampooing; the contractor says they will invoice us for the extra cost including some staff overtime.

For	each problem, assess the impact and what that the Government's position should be.
	Utility Staff:
	Paper Towels:
3.	Damage to Papers:
4.	Locked Room:
5.	Electrical Overload:
6.	Delayed Work:
7.	Extra Cleanup:

#### **DECIDING ON A STOP WORK ORDER**

#### **Directions**

This exercise will help you see what is involved in making a decision whether to issue a stop work order. Read the message from Mr. Customs on a new problem with the Profitable cleaning contract. Although you ordinarily would investigate the problem further, and perhaps discuss it with the contractor, assume that this is all of the information you have and that it is factually correct. Review the situation in your small group. Each group is to decide whether a stop work order should be issued. Make notes on your group's decision and the main reasons for it. Then choose a spokesperson to present your group's results in class. You will have 15 minutes to complete to this exercise.

#### **MEMORANDUM**

TO: Terry O'Day, Contract Specialist

FROM: Carl Customs, COR

RE: Profitable Building Services

Contract No.: FCA88-92-C-2121

I request your immediate action on a recent problem that has affected the contractor's performance. As you know, Profitable has provided us with quality cleaning services for several months now. A number of minor problems that I wrote you about earlier have all been solved satisfactorily.

However, two weeks ago there was a fire at Federal Building No. 6. As a result, we were required to provide space for 72 occupants of Building No. 6 on a temporary basis until their space can be repaired. Our only alternative was to position desks along those hallways in our building wide enough to meet fire safety standards.

Mr. Mahoney, Profitable's General Manager, has refused to provide services to these areas consistent with the "Room cleaning" standards in Section J of the contract unless those areas are redesignated as "rooms". And, although he continues to provide services in those areas consistent with "Corridors (Secondary)," the company's performance is well below the quality called for by the contract. Mr. Mahoney contends that added work is involved and that the position of the furniture interferes with his ability to perform that work economically. We have made deductions from Profitable's most recent invoice because of this unacceptable quality, as called for in the contact. Mr. Mahoney has objected strongly to these deductions.

In the meanwhile, Government employees assigned to work stations in the hallways are complaining about the lack of cleaning services, and some may refuse to continue reporting for work. Approximately 4,000 sq. ft. are involved.

#### PREPARING A STOP WORK ORDER

#### **Directions**

This exercise will help you prepare stop work orders correctly. Read the memo from Mr. Lincoln describing the problem. In this case, it would be advantageous for the Government to issue a stop work order while the problem is being resolved. After obtaining approval from both the Contracting Officer and the Director of Contracts, Norma drafted the stop work order she plans to send to FONI. Examine it carefully to see if everything that should be contained in it is there and that Norma has not said anything improper. Make any additions or corrections that are needed to eliminate the errors. Also, note what is good about Norma's letter. You will have 10 minutes for this exercise.

Exercise 5-3

#### **MEMORANDUM**

TO: Norma Jackson, Contract Specialist

FROM: George Lincoln, COTR

RE: Problem with Contract No. GS-99F-90-ARC-0031

Mr. Dustin Potts, the president of FONI, visited me this morning. He reports that they have removed the old dirt from the planters but, in the process, discovered that all of the drain holes at the bottom of the planters had been plugged. Removing the plugs, he estimates, will cost approximately \$15. per planter, or about \$4,200 for all 280 planters. He strongly advised that we not proceed with the new plantings until the plugs are removed because excess water will cause the plants to die within a few weeks. He also pointed out that he could not guarantee survival of the plants for 60 days as called for in the contract unless the drain holes are unplugged. I agree with his assessment and recommend we stop work on this contract until a solution is achieved.

# NNA

Mr. Dustin Potts President Flowers in Our Neighborhood, Inc. 3001 Rosebush Street Metropolis, BE 41414

re: Contract No. GS-99F-90-ARC-0031

Dear Mr. Potts:

You are hereby notified that you are to stop all work on the referenced contract effective immediately upon receipt of this notice. This action is taken under the clause contained in your contract entitled "Stop Work Order" (standard clause 52.212-13). This stop work order shall remain in effect until further notice. As provided by this clause, you are to incur no further costs attributable to this contract during the period of work stoppage.

This stop work order covers all work under the referenced contract except for your removing any equipment, supplies, or debris from the worksite. You are to complete these tasks to the satisfaction of the COTR without delay.

You are to furnish written notice to any subcontractors of this action and direct them to stop work pertaining to this contract. You are to issue no further orders for materials or services under this contract. You also are advised to cancel, when possible, or delay delivery on any orders for materials or services already placed.

Should the issuance of this stop work order result in an increase in either the time or your cost of performing work under the contract when work resumes, you will be entitled to an equitable adjustment in the delivery schedule or contract price, or both. For this reason, you should maintain detailed records of any costs incurred in complying with this order.

Sincerely yours,

Norma Jackson, Contract Specialist

#### **DECIDING ON THE TYPE OF DELAY**

#### **Directions**

This exercise will help you learn how to categorize delays by type: excusable, nonexcusable, or co-mingled. Read the memo concerning the delay. Then categorize it by using the information in Chapter 5 of your Text/Reference. If you decide the causes are co-mingled, assign a percentage to excusable and the remaining percentage to nonexcusable. List the reasons for your decision as to what the Government's position on this delay should be. Be specific; when you make these decisions on the job you frequently will be required to defend them to the party you found at fault. You will have 10 minutes for this exercise.

# **APPENDIX**

T H E

CONTRACT

F I L E

# CONTRACT FILE COVER SHEET

List all documents contained in the Master Contract File, by Section. Check the Sections reproduced for the Desk Copy. Do not remove any sections of the Master Contract File or Desk Copy.

Sect No.	File Contents	Desk Copy
1	REQUISITION	
2	GOVERNMENT EST	IN MASTER FILE
3	ACQUISITION PLAN	IN MASTER FILE
4	CBD SYNOPSIS	IN MASTER FILE
5	SOLICITATION AND AMENDMENTS	IN MASTER FILE
6	PRE-BID CONFERENCE MINUTES	IN MASTER FILE
7	UNSUCCESSFUL BIDDERS	IN MASTER FILE
8	ABSTRACT OF BIDS	IN MASTER FILE
9	BID VERIFICATION CORRESPONDENCE	
10	PRICE ANALYSIS	
11	RESPONSIBILITY DETERMINATION	
12	LEGAL REVIEW	IN MASTER FILE
13	ADMINISTRATIVE APPROVALS/MEMOS	IN MASTER FILE
14	CONTRACT DOCUMENT	
15	CONTRACT EXHIBITS 2A AND 2E	
16		
17		

S E C T I O N

> 1 5

Area or Item	Item No.	Item No.	Area or Item
	<u>.</u>		
ADP Areas	24	1	Toilet Rooms
Ash Receptacles	11	2	Rooms
Clinical Areas & Labs	14	3	Entrances, Lobbies, &
Drinking Fountains	12		Corridors (Main)
Entrance & Elevator Rugs	18	4	Entrances, Lobbies, &
Entrances, Lobbies &			Corridors (Secondary)
Corridors (Main)	3	5	Stairways
Entrances, Lobbies &		6	Loading Areas
Corridors (Secondary)	4	7	Garages
Escalators	10	8	Passenger Elevators
Exterior Cleaning	15	9	Freight Elevators
Floor Mats	23	10	Escalators
Freight Elevators	9	11	Ash Receptacles
Garages	7	12	Drinking Fountains
Guard Booths	13	13	Guard Booths
Hard Floor Maintenance	22	14	Clinical Areas & Lab
Health Units	25	15	Exterior Cleaning
High Cleaning	21	16	Telephone Areas (Public)
Loading Areas	6	17	Storage Space
Miscellaneous Duties	27	18	Entrance & Elevator Rugs
Passenger Elevators	8	19	Window & Glass
Rooms	2	20	Venetian Blinds
Stairways	5	21	High Cleaning
Special Jobs	28	22	Hard Floor Maintenance
Storage Space	17	23	Floor Mats
Telephone Areas (Public)	16	24	ADP Areas
Toilet Rooms	1	25	Health Units
Utility Work	26	26	Utility Work
Venetian Blinds	20	27	Miscellaneous Duties
Window Glass	19	28	Special Jobs

# **CONTRACT EXHIBITS 2A AND 2E**

(insert document Contract §'s 2A & 2E in place of this page)



S E C T I O N

**1 4** 

SOLICIT	ATION	, OFFER AN	D AWAR	D	1. THIS CON UNDER D			ATED ORDER	R	RATING	PAG	Ε	OF PAGES	
FCA88-92-C-2121 FCA88-92-IFB-2121 <b>©</b> SEALE				OF SOLICITATION ALED BID (IFB) GOTIATED (RFF	10/10/92				1	UISITION/PURCHASE NO. 2PN 42-031				
1000 Firs	Contracting	g Administration		Code	PDQ	8. A	ADDRES:	S OFFER TO (If or	ther than	Item 7)				
NOTE: In seale	d bid solicita	tions "offer" and "offe	eror" mean "bid"	and "bidde	r".									
9. Sealed offers	in original a	nd 3 copies for	furnishing the su	nnlies or sor	SOLIC			ad at the place app	aifiad in I	tom 8 or if handsomiad	in the			
depository locate		Room 101 – F	CAı	intil 1 P	$\frac{M}{M}$ local time	12	/10/92 Date)	ed at the place spec	ciried iii i	Item 8, or if handcarried,	in the			
10. FOR INFO					n L, Provision No. rt E. Jones	52.214-	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)  (101) 510-6543							
					11. TABLE	OF CO	ONTEN	NTS						
(4) SEC.	DESCRI	PTION			PAGE(S)	(4)	SEC.	DESCRIPTIO	N				PAGE(S)	
	1	PART I – THE	SCHEDULE					P	ART II –	CONTRACT CLAUSES	S			
X A	SOLICIT	ATION/CONTRACT	FORM			X	I	CONTRACT	CLAUSE	ES				
X B	i	S OR SERVICES AN				37	1	1		ENTS, EXHIBITS, AND	OTHER A	TTA	CH.	
X C	<b>—</b>	PTION/SPECS./WOR		`		X	J	LIST OF ATT			DIIGEION			
X D	<b>-</b>	GING AND MARKING TION AND ACCEPTA				+	K			ENTATIONS AND INST		<u>,</u>		
X F						-	K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS					l		
X F DELIVERIES OR PERFORMANCE  X G CONTRACT ADMINISTRATION DATA						+	L INSTRS., CONDS., AND NOTICES TO OFFERORS							
Х н		CONTRACT REQU					M EVALUATION FACTORS FOR AWARD							
				OFFE	R (Must be fu	lly con	npleted	by offeror)						
NOTE: Item 12	does not app	oly if the solicitation in	cludes the provi	sions at 52.2	214-16, Minimum	Bid Acc	eptance F	Period.						
12. In complian for receipt of off schedule.	ce with the a ers specified	bove, the undersigned above, to furnish any	agrees, if this of or all items upon	fer is accept which pric	ed within es are offered at th	cal ne price s	endar day set opposi	rs (60 calendar day ite each item, deliv	ered the	a different period is inser designated point(s), withi	ted by the of	<i>feror</i> pecifi	) from the date ed in the	
13. DISCOUNT (See Section I, C		MPT PAYMENT 2-232-8)	R	10 CA	LENDAR DAYS	%	20 CALENDAR DAYS 30 CALENDAR DAYS 6			CA	CALENDAR DAYS			
		IT OF AMENDMENT		AMEN	IDMENT NO.		DAT	ГЕ	AMENDMENT NO					
SOLICITATION and dated:	owledges re V for offerors	ceipt of amendments to s and related documen	o the ts numbered											
							_							
15A. NAME AND ADDRESS OF OFFEROR OF OFFEROR  CODE FACILITY Profitable Building Services, Inc. 919 Crosstown Blvd. Capitol City, DR 11811						16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER J形形例如例 General Manager								
15B. TELEPHONE NO. (Include area code) (101) 595-0202  15C. CHECK IF REMITTANCE ADDRESS I G DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE														
				1. ACC	OUNTIN	IG AND APPROP	RIATION	V	•					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:				3. SUB	MIT INV	OICES TO ADDE	RESS SH	OWN IN	R	$\Box$	ITEM 7			
24. ADMINISTERED BY (If other than item &) Code				<u> </u>						PAY				
					FCA/Accounts Payable Branch									
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA 18. AWARD DAY				ATE					
	Mary J. Vonklaus											12/2	9/92	
							Signati	ire of Contracting	Officer		1			

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

#### SECTION B – SUPPLIES OR SERVICES AND PRICES

1. <u>Description of Services</u>.

The Contractor shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of all services described herein. The Contractor will be required to provide janitorial and related services in accordance with the requirements of this solicitation at Federal Office Building No. 3, Capital City, DR.

2. <u>Bid/Offer for Base and Option Years</u>.

The total firm fixed-price after per month for the Base Year and for each one-year Option Lot shall be inclusive of all costs associated with providing the required services except as descried in NOTE (1), Section B (2).

- A. Base Bid/Offer for Initial 12-month period.
  - (1) Fixed price for providing the janitorial and related services described herein.

per month: \$31,311. 12 months: \$375,732.

- B. Option Lot I First Additional 12-Month Period.
  - (1) Fixed price for providing the janitorial and related services described herein.

per month: \$32,876. 12 months: \$394,512.

- C. Option Lot II Second Additional 12-Month Period.
  - (1) Fixed price for providing the janitorial and related services described herein.

per month: \$34,520. 12 months: \$414,240.

- D. Option Lot III Third Additional 12-Month Period.
  - (1) Fixed price for providing the janitorial and related services described herein.

per month: \$36,246. 12 months: \$434,952.

- E. Option Lot IV- Fourth Additional 12-Month Period.
  - (1) Fixed price for providing the janitorial and related services described herein.

per month: \$38,058. 12 months: \$456,696.

#### NOTE to Bidders/Offerors:

(1) Do not include any allowance for any contingency to cover increased costs for which adjustments are provided for under "Price Adjustment Clause" contained in Part II, Section I, Contract Clauses.

(2) Bidders must quote a price for the initial year and all four option periods in order to be considered.

#### 3. Price of Options.

Offerors shall price the option requirements for the four additional 12-month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial 12-month period of performance will apply to the four additional option periods. The minimum wage rates and fringe benefits applicable to the initial 12-month period of performance are outlined in wage determination number 86-1245 (Rev. 4) in Part II, Section I.

In the event the option is exercised by the Government (see clause 52.217-9, Option to Extend the Term of the Contract—Services, MAR 89), the contract price will be adjusted upward or downward at the time the option is exercised in accordance with clause entitled 552.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiyear and Option Contracts) (Jun 1986) in Part II, Section I.

Offerors are cautioned that any bid/offer may be rejected as nonresponsive if it is materially unbalanced as to prices for the option and the initial contract period. A bid/offer is unbalanced when it is based on prices which are significantly less than cost for some work and prices which are significantly overstated for other work.

#### SECTION C – DESCRIPTION/SPECIFICATION

#### 1. Scope of Work.

The Contractor shall provide management, supervision, manpower, equipment and supplies necessary to provide janitorial and related services as described herein.

#### 2. Contract Effort Required.

#### A. General.

The determination of total daily productive man-hour requirements for the performance of all services specified herein is the sole responsibility of the bidder/offeror. This contract requires mandatory man-hours as outlined in paragraph 2C. It is of the utmost importance that the contractor utilize skilled and productive manpower in order to satisfactorily furnish the required level of services specified in the contract. Failure on the part of the contractor to utilize skilled and productive manpower may produce unsatisfactory results which may cause the Government to make deductions from the contractor's monthly invoices for unsatisfactory work or work not accomplished.

#### B. Daily Mandatory Man-hour Requirements.

#### (1) Utility Man-hour Requirement.

A minimum of 6 man-hours per day must be provided Monday through Friday, except Federal holidays, for utility services as outlined in Exhibit 2A, paragraph 26, page III-J-32. In addition to the 6 man-hours provided to the COR daily, the contractor will provide 2 man-hours per day to an occupying agency. These hours are monitored by the COR's staff. Hours not provided on one day may not be made up on a subsequent day.

#### 3. Services Required.

- A. The contractor shall provide the services outlined, in accordance with the Cleaning Work and Quality Requirements described in Part III, Section J, Exhibit 2A, page III-J-5 through III-J-37. In addition, the contractor shall provide the services outlined, at the frequencies specified, and in accordance with the quality requirements as described in Part III, Section J, Exhibit 2E.
- B. The building areas to be serviced are described in Part III, Section J, Exhibit 1. The figures contained in Exhibit 1 are approximate and are estimates of the building statistical data. The contractor is responsible for verifying dimensions and quantities. The data contained in Exhibit 1 in no way modifies the "Site Visit" clause on the FPA Form 3501, Solicitation Provisions (Sealed Bid) in Part IV, Section L.
- C. With the exception of snow removal, all work shall be performed between the hours of 6 a.m. and 10 p.m., within the normal 5 day week observed by the building occupants, Federal holidays excluded, unless specifically approved by the contracting officer's representative. No work shall be performed on weekends when the Government has no

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force on duty available for the inspection of the contractor's work unless prior approval of the contracting officer's representative is obtained. Toilet room cleaning and hard and resilient floor maintenance shall be accomplished after the normal working hours of the building occupants.

#### 4. Supervision.

#### A. General.

The contractor shall arrange for satisfactory supervision of the contract work. The contractor or his supervisors shall be available at all times, when the contract work is in progress, to receive notices, reports, or requests from the contracting officer or his representative. It is the policy of this agency that Government direction or supervision of contractor's employees, directly or indirectly, shall not be exercised.

#### B. On-site Supervisors.

The contractor shall provide in writing to the contracting officer at least 5 work days prior to the contact starting date the names, telephone numbers and addresses of on-site supervisors. The term "on-site supervisor" means a person designated in writing by the contractor on a day-to-day basis at the work site and to accept and sign for notices of deductions, inspection reports and all other correspondence on behalf of the contractor.

#### 5. Supplies, Materials, Equipment, and Utilities.

#### A. Furnished by the Government.

- (1) Electrical power at existing outlets for the contractor to operate such equipment as is necessary in the conduct of his work.
- (2) Hot and cold water as necessary, limited to the normal water supply provided in the building. No special heating or cooling of water will be provided.
- (3) Space within the building commensurate with the contractor's personnel complement and operational requirements including locker rooms. Equipment within the custodial space such as tables, benches, chairs, etc., for use by contractor employees, as well as one clothes locker for each employee. This space and equipment must be kept neat and clean and returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.
- (4) Space in the building for the storage of an inventory of supplies and equipment which will be used in the performance of work under the contract. The contractor shall maintain this space in a neat and orderly condition. The Government will not be responsible in any way for damage or loss to the contractor's stored supplies, materials, replacement parts, or equipment.
- (5) Janitor's closets, where available, at various points throughout the building, for storing equipment including mops, brooms, dust cloths, and other items. These

page 6 of 31

- closets and stored equipment shall be kept clean and in an orderly manner by the contractor.
- (6) Space in the building and furniture and furnishings (to include telephone for restricted use) for a supervisor's office to be used for official business only in the performance of this contract. Telephones supplied by the Government are to be used for communication within the building only. Government property will not used in any manner for any personal advantage, business gain, or other personal endeavor by the contractor or the contractor's employees.
- (7) Heating and air conditioning of space to be cleaned during normal working hours of the building occupants.

#### B. Furnished by the Contractor.

- (1) The contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work of this contract unless otherwise specified herein. These supplies and materials shall be of a quality to conform with applicable federal specifications listed in Part III, Section J, Exhibit 3. Upon request of the COR, the contractor shall submit a list giving the name of the manufacturer, the brand name, and intended use of each of the materials that he proposes to use in the performance of the work and he shall not use any material which the COR determines would be unsuitable for the purpose or harmful to the surfaces to which it is to applied.
- (2) Any material which the COR suspects of not meeting federal specifications shall be tested by a recognized testing laboratory at contractor's expense. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the COR. These products shall meet the requirements established by applicable federal specifications (see Part III, Section J, Exhibit 3) or be considered unacceptable for use.
- (3) All necessary cleaning equipment including power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the COR. Defective equipment shall be repaired or replaced within 72 hours.
- (4) The contractor shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification, and assure that every employee is in uniform no later than 10 working days from the date an employee first enters on duty. Employees shall wear uniforms consisting of shirts and trousers, coveralls or smocks for men, and dresses, skirts and blouses, slacks or smocks, as appropriate for women. The uniform shall have the contractor's name, easily identifiable, affixed thereon in a permanent or semipermanent manner such as a badge or monogram. Any color or color combination, as appropriate, may be used for uniforms except green. Employees shall be required to dress neatly, commensurate with the tasks being performed.

(5) The contractor shall arrange with the telephone company for the installation, at his expense, of private outside business phones for his use in making calls outside the building.

#### 6. Qualifications of Personnel.

NOTE: There must be a representative of the contractor on site at all times during working hours who will be able to communicate in the English language with the Government's representative.

A. Qualifications of Supervisory Employees.

All supervisory personnel engaged in directing the work to be accomplished under this contract shall posses at least 2 years of recent (within the past 5 years) experience in directing cleaning type operations in a supervisory capacity for buildings of the approximate size of the building(s) to be cleaned under this contract.

A detailed resume containing the information specified below must be submitted to the contracting officer for approval prior to the assignment of any supervisors to the contract. Both new an replacement supervisors must meet these qualification standards.

- (1) The full name of the proposed supervisor.
- (2) A detailed description of the previous 5 years employment history of the proposed supervisor.
- (3) The name(s) and address(es) of the companies for whom the proposed supervisor worked for the past 5 years, along with the name(s) and telephone number(s) of his or her immediate supervisor.

Part III, Section J, Exhibit 4 contains a format for submitting key personnel resumes.

#### B. Qualifications of Other Contractor Personnel.

The personnel employed by the contractor shall be capable employees, trained and qualified in custodial type work. The building shall be fully staffed beginning the first day of work under the contract, and initially not less than 50 percent of the staff shall be trained and experienced cleaning personnel who will exhibit the capability of operating with a minimum of supervision.

The remainder of the staff shall be fully trained and qualified within 30 days after the initial starting date. All personnel will receive close and continuing first-line supervision by the contractor. The contractor's employees shall be familiar with the building fire alarm system. All employees shall be trained on the procedures to follow in the event of fire or other emergency including the pulling of fire alarms when necessary.

#### 7. Scheduling Work and Reporting Accomplishments.

- A. Five work days prior to the contract starting date, and annually thereafter, if options are exercised by the Government, the contractor shall submit to the COR an annual schedule of all daily and periodic cleaning. The daily cleaning schedule shall include specific areas, day of the week and time of the day week will be provided. Daily cleaning is defined as services performed every 10 days or more frequently. The periodic cleaning schedule shall include specific areas and dates. Periodic cleaning is defined as work required for performance less frequently than 10 work days.
- B. The contractor shall submit to the contracting officer's representative a daily work report of the jobs performed for comparison with the scheduled requirements. Form 64, Periodic Building Cleaning Work Assignment, or an equivalent substitute approved by the contracting officer or his designated representative shall be used for this purpose. Form 64's will be furnished by the Government. The report shall include all periodic work performed. Such reports will specify the location where the work has been completed; for example, that rooms \_\_\_\_\_\_\_ have been stripped and refinished; that rooms \_\_\_\_\_\_\_ have been damp mopped and spray buffed; that high cleaning has been performed in rooms \_\_\_\_\_\_\_, etc. A section shall also be included in this report to cover the work proposed to be done the following work day. The contracting officer's designated representative will examine the contractor's work and work report daily.
- C. In case snow and ice removal is required or an emergency condition exists (such as flooding of a particular section of the building), the contractor shall divert his force, or such part thereof as deemed necessary by the contracting officer's representative, from their normal assigned duties to meet the condition. When these employees are no longer needed, they shall be directed by the contractor to return to their normal duties and the contractor shall not be penalized for the portion of the normal daily work which otherwise would have been performed but was negative.

#### 8. Quality Control Program.

The contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within 5 work days prior to the starting date of the contract, the contractor shall submit a copy of his program to the contracting officer's representative. The program shall include, but not be limited to the following:

- A. An inspection system covering all the services stated in the Cleaning Requirements section of this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspection.
- B. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Government inspectors point out the deficiencies.
- C. A file of all inspections conducted by the contractor and the corrective action taken. This documentation shall be made available to the Government during the term of the contract.

#### **SECTION D – PACKING AND MARKING**

### 1. Payment of Postage and Fees.

All postage and fees related to submitting information including forms, reports, etc. to the contracting officer or the contracting officer's representative shall be paid by the contractor.

#### 2. Marking.

All information submitted to the contracting officer or the contracting officer's representative shall clearly indicate the contract number of the contract for which the information is being submitted.

#### SECTION E - INSPECTION AND ACCEPTANCE

#### 1. Government Personnel and Responsibilities for Contract Administration.

#### A. Contracting Officer.

The contracting officer has the overall responsibility for the administration of this contract. He alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, he may delegate certain other responsibilities to his authorized representative.

#### B. Contracting Officer's Representative.

Mr. Carl Customs, Buildings Manager, Federal Building No. 3, Room 1033, telephone number (101) 555-1212, is designated as the contracting officer's representative to assist the contracting officer in his responsibilities when he is unable to be directly in touch with the contract work. The responsibilities of the contracting officer's representative include, but are not limited to determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements in so far as the work is concerned; and advising the contracting officer of any factors which may cause a delay in performance of the work.

#### C. Quality Control Specialist.

Quality Control Specialists (QCS) are subordinates of the contracting officer's representative, and are responsible for the day-to-day inspection and monitoring of the contractor's work. The responsibilities of the quality control specialist include, but are not limited to, inspecting the work to ensure compliance with the contract requirements; documenting through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representatives of the contractor regarding any problems encountered in the performance of the work and generally assisting the contracting officer's representative in carrying out his responsibilities.

#### 2. <u>52.246-4 Government Inspection of Services—Fixed Price (APR 1984)</u>.

- A. Definitions. "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- C. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The

Government shall perform inspections and tests in a manner that will not unduly delay the work.

- D. If any of the services do not conform with contract requirements, the Government may require the contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, reperform the services and charge to the contractor any costs incurred by the Government that are directly related to the performance of such service, or (2) terminate the contract for default.

#### SECTION F – DELIVERIES OR PERFORMANCE

## 1. Place of Performance.

The services to be provided under this contract shall be accomplished at the following location:

Federal Building No. 3 2900 Lost Lane Capital City, DR 11777

#### 2. Term of Contract.

After award, the successful contractor will be given a written notice to proceed, and shall provide contractual services for a 12-month period, subject to the availability of funds, (see the clause 552.232-77, Availability of Funds, Part II, Section I), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on or about 02/01/93. The Government reserves the right to extend services for four additional years, on a year-to-year basis.

# 3. Option to Extend the Term of the Contract.

The Government shall have the unilateral option of extending the terms of this contract for four consecutive additional periods of 12 months each (see clause 52.217-9, Option to Extend the Term of the Contract - Services, Part II, Section I). The same terms and conditions contained in this contract shall apply to each option exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least thirty (30) calendar days to prior to the expiration of the contract. The total duration of this contract, including the exercise of any options, shall not exceed five years.

The exercise of options is a Government prerogative, not a contractual right on the part of the contractor. If the Government exercises the option(s) within the prescribed time frames, the contractor shall be bound to perform the services for the option period(s) or be subject to the default provisions of this contract.

#### SECTION G – CONTRACT ADMINISTRATION DATA

# 1. Payment (General).

Payment will be made on a calendar month basis in arrears, upon submission of an invoice. Payment will be due on the 30th calendar day (except for the final monthly payment) after receipt of a proper invoice or date of receipt of services, whichever is later (see payment clauses in Part II, Section I, Supplemental Clauses). In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements of this contract. The Building Cleaning Contract Reduction Table will be used by the Government in determining monetary deductions for nonperformance of work, and supplements the Inspection of Services clauses contained in Part I, Section E of this contract.

## 2. Submission of Invoices.

- A. Regular Services. Original invoices shall be submitted on the first of each month to this agency, attention Accounts Payable Branch. Three copies shall be sent to Mr. Customs, Buildings Manager, Federal Building No. 3, Capital City, DR 11777.
- 3. 552.232-72 Invoice Requirements (JAN 1989)
  - A. Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.
  - B. Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase delivery order:

ACT Number	

- C. In addition to the requirement for a proper invoice specified in the Prompt Payment clause of this contract or purchase/delivery order, the following information or documentation must be submitted with each invoice:
  - (1) Name of the business concern and invoice date.
  - (2) Contract number.
  - (3) Delivery order number or the authorization for delivery of property or services.
  - (4) Item number, national stock number (NSN), or other product identification number, description, price, and quantity of property and services actually delivered or rendered.
  - (5) Shipping and payment terms.
  - (6) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

# 1. Application of Criteria for Deductions.

# A. Toilet Cleaning.

In instances where toilet rooms are not satisfactorily cleaned or policed and serviced as determined by the contracting officer's designated representative, in accordance with Section III, Exhibit 2A, Item number 1, deductions shall be made for the entire room at the rate indicated in the Building Cleaning Contract Reduction Table multiplied by the number of fixtures in the toilet room (fixtures are water closets, urinals, wash basins and shower stalls).

# B. Room Cleaning.

In instances where room cleaning has not been satisfactorily performed as determined by the contracting officer's designated representative, a deduction for the entire room area shall be made at the rate indicted in the Building Cleaning Contract Reduction Table. (NOTE: In large open areas, the building support columns or other obvious dividers should be considered in determining the composition of an individual office when deductions are being made).

# C. Work Required Daily or Scheduled for Performance Every Two Weeks or More Frequently.

If the contractor fails to perform satisfactorily or omits work required daily or scheduled for performance every two weeks or more frequently, the attention of the contractor shall be called to this failure or omission and deductions shall be made covering the cost of the service omitted or not satisfactorily performed from any monies due or to become due the contractor. Costs to be deducted under this paragraph will be determined by using item unit costs shown in the Building Cleaning Contract Reduction Table.

## D. Work Scheduled For Monthly or Less Frequent Accomplishment.

In the event services scheduled for performance monthly or less frequently are omitted or not satisfactorily performed when scheduled for performance, the contracting officer or his designated representative shall, in writing, call the attention of the contractor to this failure or omission and request that the unperformed work be completed within such time as the contracting officer or his designated representative deems reasonable. If the contractor does not comply with the request within such time as the contracting officer deems to be reasonable, the work may be performed by other means and the cost thereof shall be deducted from any money due or to become due the contractor. If the omitted or unsatisfactory work cannot be accomplished by other means, and cannot be rescheduled, a deduction covering the cost of service omitted or not satisfactorily performed shall be made from any monies due or to become due the contractor. Costs to be deducted under this paragraph will be determined by using the unit cost shown in the Building Cleaning Contract Reduction Table.

## E. All Other Work (Miscellaneous).

Any other omitted or unsatisfactory work not specifically listed above, or does not clearly fall into one of the above categories, will be deducted for at hourly rate indicated in the Building Cleaning Contract Reduction Table or the cost incurred by the Government in having the service performed by other means.

# 5. Reduction of Space.

When blocks of space totalling 5,000 square feet or more are expected to remain unoccupied for 30 calendar days or longer, deductions will be made from the monthly payments due the contractor. The contracting officer's designated representative will notify the contractor or his representative, in writing, of the effective date the areas are to be dropped, and/or returned to the normal cleaning schedule at least three full working days in advance of these dates.

The period for deducting for unoccupied space will begin on the effective date as stipulated in writing by the contracting officer's representative, and will continue until the effective date in which the cleaning resumed. The 5,000 square feet may be made up of small blocks of space. Subsequent blocks of space under 5,000 square feet may be added after the initial 5,000 square feet threshold is met.

Deductions For Space Reductions Shall Be Computed As Follows:

- A. General Office Space and, if applicable, Executive Space:
  - (1) The total number of square feet unoccupied shall be divided by two-thousand five-hundred (2,500) to reflect the approximate number of hours by which the cleaning effort will be reduced. NOTE: Two-thousand five-hundred (2,500) represents the approximate number of square feet an employee can accomplish in a period of one (1) hour.
  - (2) The total number of hours as determined under paragraph (1) multiplied by the minimum hourly wage rate for janitors as established by the U.S. Department of Labor, Wage and Hour Division (refer to Part II, Section I). This will determine the deduction rate per day. NOTE: In the event a wage determination has not been issued by the U.S. Department of Labor, the Federal Minimum Wage established by Section 6(a)(1) of the Fair Labor Standards Act (29 U.S.C., Sect. 201-219) shall apply.
  - (3) The deduction rate per day as established under paragraph (2) shall be multiplied by the number of work days the space was not occupied. This will determine the total dollar deduction to be taken.
- B. In the event an entire floor, wing or any other area not specifically addressed above becomes unoccupied, the contracting officer will negotiate a modification to the contract to reflect the decreased price.

# 6. Suspension of Work.

In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, deductions will be computed as follows:

- A. The deduction rate in dollars per day will be equal to the per month contract price for the building(s), divided by 21 days per month.
- B. The deduction rate in dollars per day multiplied by the number of days services were not provided or required.

In the event services are provided for portions of days, appropriate adjustments will be made by the contracting officer to assure the contractor is compensated for services provided.

NOTE: Deductions will not be assessed for daily cleaning requirements on those days in which services are not required by the Government because the building(s) is closed due to unanticipated holidays, declared by the President, provided that payment to employees for such holidays in required in accordance with the wage determination applicable to this contract.

# 7. Withholding Monies for Non-submission of Work Schedule.

If the contractor fails to submit an acceptable quality control program or the daily cleaning schedule including specific areas, day of the week and time of the day work will be provided, or an annual schedule of periodic cleaning by dates and specific areas by the contract performance date or an extension granted by the contracting officer or his representative, all payments will be withheld until the schedules and quality control program are received and approved by the Government.

# BUILDING CLEANING CONTRACT DEDUCTION TABLE COST PER 1,000 SQUARE FEET

ROOM CLEANING	FIRST YEAR
General office – bare floor or carpet including	
classrooms, conference rooms and library space.	
Daily cleaning	\$4.29
Thorough Cleaning	\$12.70
Health units, clinical areas and clinical labs	\$8.88
Active file areas	\$ 1.14
Storage	\$ 1.24
Court and jury rooms	\$ 6.96
Judge's chambers and executive space	\$ 6.96
Postal workrooms	\$ 6.22
FLOOR MAINTENANCE	
Spray buff corridors and lobbies	\$ 8.14
Spray buff rooms	\$11.53
Spray buff ADP rooms	\$11.53
Spray buff health units	\$11.53
Strip and refinish corridors and lobbies	\$73.23
Strip and refinish rooms	\$82.98
LOBBIES AND CORRIDORS	
Lobby entrance and corridor cleaning	\$ 1.04
Corridor sweeping	\$ .75
Corridor vacuuming	\$ 3.11
MISCELLANEOUS	
High cleaning (including V-blind dusting)	\$ 5.32
Garage sweeping, machine	\$ 1.24
Garage sweeping, manual	\$ 2.49
Garage scrubbing	\$ 4.98
Garage policing	\$ .42
Loading dock sweeping	\$ 2.49
Carpet spot cleaning	\$ .12
Loading dock scrubbing	\$ 4.98

# BUILDING CLEANING CONTRACT DEDUCTION TABLE (CONT.) COST PER 1,000 SQUARE FEET

OUTSIDE WORK	
Manual sweeping	\$ 2.49
Machine sweeping	\$ 1.24
Policing	\$ .42
TOILETS, URINALS, WASH BASINS, SHOWERS, DRINKING FOUNTAINS, UTILITY SINKS	Cost per fixture
Cleaning or servicing	\$ 1.46
ELEVATORS	Cost per elevator
Cleaning	\$ 4.98
STAIRWAYS AND ESCALATORS	Cost per flight
Sweep and dust stairways	\$ 2.07
Mop stairways	\$ 5.66
Clean escalators	\$ 5.66
VENETIAN BLINDS	Cost per blind
Washing	\$ 7.78

<sup>(1)</sup> DEDUCTIONS FOR OTHER WORK (MISCELLANEOUS) – Any other omitted or unsatisfactory work not specifically listed above, or which does not clearly fall into one of the above categories will be deducted for at the hourly rate as indicated below, or the cost incurred by the Government in having the service performed by other means.

First Year: \$15.56 per productive hour

(2) DEDUCTIONS FOR SNOW REMOVAL AND WINDOW CLEANING – In instances where the contractor fails to provide the snow removal and window washing services in accordance with the specifications, the Government shall have the service performed by other means, and all costs incurred in having the service performed by other means will be charged back to the contractor.

Ash receptacles, guard desks, and telephone areas are included in the cleaning of lobbies, entrances, and corridors.

# SECTION H – SPECIAL CONTRACT REQUIREMENTS

# 1. Identification/Building Pass.

The contractor shall see that every new employee has a contractor identification/building pass before the employee enters on duty. Passes shall be furnished by this agency by personnel designated by the contracting officer's representative. Form 15, Night, Weekend and Holiday Pass shall be issued. The contractor and the contracting officer's representative shall sign each pass when issued. The contractor shall see that all passes are returned to the contracting officer's representative as his employees are dismissed or terminated, and when the contract expires. All passes must contain an expiration date

The contractor shall see that all employees carry their passes with them during duty hours and show them upon request. The contracting officer's representative or other FCA personnel designated by him shall periodically verify passes of contractor employees with their personal identification.

# 2. Security Clearance Requirements (Nonclassified Contract).

Unless otherwise specified, the contractor will submit to the contracting officer's representative at least 5 work day before the starting date of the contract, one completed form FD 258, "Fingerprinting Chart" and one Form 1767 "Statement of Personal History" for the contractor and all employees who have access to the building in the performance of the contract work. These forms will be submitted for replacement employees before entrance on duty. Necessary forms will be furnished by the Government. If the contracting officer receives an unsuitable report on any employee after processing of these forms, or if the contracting officer's representative finds a prospective employee to be unsuitable or unfit for his assigned duties, the contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under the contract.

For employees cleared through this process while employed by a contractor who is subsequently replaced by another contractor in the same building, the new contractor shall only be required to submit another set these forms if the employee has not been cleared within the last 3 years, or if required by the contracting officer's representative. All contract employees are required to be cleared every 3 years.

The Government shall have and exercise full and complete control over granting, denying, withholding or termination clearance for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the contractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

## 3. Standards of Conduct.

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The contractor is

also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized.

# 4. Recording Presence.

Each contract employee must sign in when reporting for duty and sign out when leaving at the end of the work day. Form 139 (Record of Time of Arrival and Departure from Buildings) designated for use by contractor personnel only, shall be used for this purpose. A separate Form 139 shall be used for any mandatory hours required under this contract specifying the mandatory category to which it applies (i.e., utility man-hours, elevator operation), as outlined in Section C, paragraph 2C.

# SECTION I – CONTRACT CLAUSES

# 1. <u>Contract Clauses.</u>

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

# SERVICE CONTRACT CLAUSES

CATEGORY	CLAUSE	40 CEP PET	CLANCE TYPE	APPLY TO CONTRACTS
CATEGORY	NO.	48 CFR REF	CLAUSE TITLE	EXCEEDING
GENERAL	1	52.202-1	Definitions (APR 84)	0
	2	552.203-70	Advertising of Award-Alternate 1 (APR 84)	25,000
	3	52.214-29	Order of Precedence (JAN 86)	0
	4	52.233-3	Protest after Award (JUN 88)	0
	5	52.252-2	Clauses Incorporated by Reference (JUN 88)	0
	6	552.252-6	Authorized Deviations or Variations in Clauses (JUL 85) (Deviation FAR 52.252- 6)	0
STANDARDS OF CONDUCT	7	52.203-1	Officials not to Benefit (APR 84)	0
	8	52.203-3	Gratuities (APR 84)	0
	9	52.203-5	Covenant Against Contingent Fees (APR 84)	0
	10	52.208-3	Conflicts (APR 84)	0
BUY AMERICAN	11	52.225-3	Buy American Supplies (JAN 89)	0
ENVIRONMENTAL PROTECTION	12	52.223-2	Clean Air and Water (APR 84)	100,000
LABOR STANDARDS	13	52.222-1	Notice to the Government of Labor Disputes (APR 84)	0
	14	52.222-3	Convict Labor (APR 84)	0
	15	52.222-4	Contract Work Hours and Safety Standard Act-Overtime Compensation-General (MAR 86)	2,500
	16	52.222-26	Equal Opportunity Act (APR 84)	10,000
	17	52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 84)	10,000
	18	52.222-36	Affirmative Action for Handicapped Workers (APR 84)	2,500
SUBCONTRACTING	19	52.219-8	Utilization of Small Business Concerns & Small Disadvantaged Business Concerns (JUN 85)	10,000
	20	52.219-9	Small Business & Small Disadvantaged Business Subcontracting Plan (APR 84)	500,000
	21	Deleted		
	22	52.220-3	Utilization of Labor Surplus Area Concerns (APR 84)	25,000
	23	52.220-4	Labor Surplus Area Subcontracting Program (APR 84)	500,000

# SECTION I – CONTRACT CLAUSES

# SERVICE CONTRACT CLAUSES (CONT.)

	,	,		
	GT ATIGE			APPLY TO
CATEGORY	CLAUSE NO.	48 CFR REF	CLAUSE TITLE	CONTRACTS
	+			EXCEEDING
TAXES	24	52.229-3	Federal, State, and Local Taxes (APR 84)	25,000
PERFORMANCE	25	52.212-13	Stop Work Order (AUG 89)	0
	26	52.237-2	Protection of Government Buildings, Equipment, & Vegetation (APR 84)	0
PAYMENT	27	52.232-11	Extras (APR 84)	0
	28	52.232-17	Interest (APR 84)	0
	29	52.232-23	Assignment of Claims (JAN 86)	1,000
	30	552.232-71	Interest on Overdue Payments (APR 84)	0
AUDITS	31	52.215-1	Examination of Records by Comptroller General (APR 84)	10,000
	32	552.215-70	Examination of Records by GSA (APR 84)	25,000
ADJUSTMENTS	33	552.243-70	Pricing of Adjustments (APR 84)	0
TERMINATION	34	552.209-72	Termination-Erroneous Representation Concerning Crimes, Debarments, Suspensions, & Defaults APR 84)	25,000
DISPUTES	35	52.233-1	Disputes (APR 84)	0
	36	552.233-70	Disputes (Utility Contracts) (APR 84)	0
MISCELLANEOUS	37	52.219-13	Utilization of Women Owned Small Businesses (AUG 86)	25,000
	38	552.222-87	Employment Reports on Special, Disabled Veterans & Veterans of the Vietnam Era (JAN 88)	10,000
	39	52.232-8	Discounts for Prompt Payment (JUL 85)	0
	40	52.225-13	Restriction on Contracting with Sanctioned Persons (MAY 89)	0
	41	52.223-6	Drug Free Workplace (JUL 90)	25,000

# SUPPLEMENTAL CONTRACT CLAUSES FOR

# **BUILDING SERVICE CONTRACTS**

	48 CFR	
CATEGORY	REFERENCE	CLAUSE TITLE
BONDS	52.228-1	Bid Guarantee (APR 84)
	552.228-71	Bid Guarantee (APR 84)
	552.228-72	Performance Bond (APR 85)
	52.228-2	Additional Bond Security (APR 84)
	552.228-74	Pledge of Assets (APR 84)
INSURANCE	52.228-5	Insurance—Work on a Government Installation (APR 84)
	552.228-76	Insurance (APR 84)
	552.246-25	Limitation of Liability Services (APR 84)
	52.228-75	Workmen's Compensation Laws (APR 84)
PAYMENT	52.232-25	Prompt Payment (APR 89)
	52.232-28	Electronic Funds Transfer (APR 89)
	552.232-78	Adjusting Payments (APR 86)
	552.232-79	Final Payment (APR 86)
EMPLOYEES	552.237-11	Qualifications of Employees (APR 84)
CHANGES	52.243-1	Changes—Fixed Price, Alt I (APR 84)
TERMINATION	52.249-4	Termination for the Convenience of the Government
		(APR 84)
	52.249-8	Default-Fixed Price Supply & Service (APR 84)
APPROPRIATIONS	552.232-77	Availability of Funds (JUL 84)
SET-ASIDE	53.219-6	Notice of Small Business Set-Aside (APR 84)
	52.219-14	Limitation on Subcontracting (OCT 87)
SECURITY	52.204-2	Security Requirements (APR 84)
PROPERTY	52.245-4	Government Furnished Property-Short Form (APR 84)
AUDITS	52.214-26	Audit-Sealed Bidding (APR 85)
	52.214-27	Price Reduction for Defective Cost of Pricing Data-
		Modifications-Sealed Bidding (APR 88)
	52.214-28	Subcontractor Cost or Pricing Data Modifications-Sealed
		Bidding (APR 84)
OPTIONS	52.217-9	Option to Extend Services (MAR 89)
	552.222-43	Fair Labor Standards Act and Service Contract Act-Price
		Adjustment-Multi-Year & Option Contracts (JUN 86)
ANTI-KICKBACK	52.203-7	Anti-Kickback Procedures (OCT 88)

# SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Exhibit No. <u>Title</u>

Exhibit 1: Building Information

Exhibit 2A (Attachment): Cleaning Work and Quality

Requirements

Exhibit 2E (Attachment): Snow Removal and Quality

Requirements

Exhibit 3: Federal Specifications

Exhibit 4: Key Personnel Resume

Exhibit 5: Wage Determination

# **BUILDING INFORMATION FOB #3**

# A. Building Data:

Location: 2900 Lost Lane, Capital City, DR 11777

Height of building: 60 ft. Depth of moats: 9 ft. Number of stories: 3 Building completed: 1942

Population: 2645

Official working hours of building occupants: 7:30 am to 5:00 pm

# **B.** Building Statistics:

Gross Area Occupiable area	731,402 square feet 613,279 square feet
Net cleaning area <sup>1</sup>	596,345 square feet
Gross area of main corridor <sup>2</sup>	37,580 square feet
Gross area of secondary corridor	86,737 square feet
Gross area of lobbies and entrances <sup>3</sup>	5,989 square feet
Toilet fixtures	665 fixtures
Exterior windows	1,867 windows
Venetian blinds	1,760 blinds
Executive space, court and jury rooms, judges chambers	
– carpeted	10,911 square feet
General office, file rooms, libraries, conference rooms, etc.	
<ul><li>bare floors</li></ul>	75,636 square feet
<ul><li>– carpeted</li></ul>	298,053 square feet
ADP (raised floor areas) (14,138 carpeted)	48,691 square feet
Photo lab	1,192 square feet
Dry lab	4,178 square feet
Health Unit area (553 carpeted)	1,489 square feet
Storage space	10,862 square feet
Stairways (flights)	53 flights
Passenger elevators	5 elevators
Freight elevators	1 elevator
Loading dock	4,817 square feet
Garage and ramps	7,036 square feet
Hard floor area to be stripped and sealed	11,852 square feet
Total rugs and carpet in building	326,580 square feet
Terminal room (2,925 carpeted)	3,175 square feet

# **C.** Outside Grounds:

Outside area to be policed

141,836 square feet

# **EXHIBIT 1 (CONT.)**

## **Footnotes:**

- <sup>1</sup> That part of the building that is to be cleaned by the contractor. This includes: corridors, entrances, lobbies, office space, storage space, garage and ramps within the building: <u>596,345</u> square feet.
- <sup>2</sup> Main corridors are normally defined as those corridors located on the first or ground floors of a building or those that serve as primary entrance or exit areas. High volume traffic areas, i.e., corridors adjacent to large cafeterias, are identified as main corridors. The following are designated as main corridors: a. First floor; b. Ground floor 300 corridor; c. Tunnel between FB3 and FB4.
- <sup>3</sup> Main entrances are defined as entrances where the majority of the building occupants or the general public pass through these areas to either transact business within the building or to arrive at their normal work stations. The following are designated as main entrances: a. First floor.

# FEDERAL SPECIFICATIONS

PRO	<u>DDUCT</u>	FEDERAL SPEC NO.
1.	Ammonium, Hydroxide, Technical	0-A-451F
2.	Ammonia, Technical	0-A-445B
3.	Cleaning Compound, Porcelain and Ceramic Tile (Cream Cleanser)	A-A-1723
4.	Cleaning and Polishing Compound, Stainless Steel	P-C-1121B
5.	Cleaning Compound, Solvent, Heavy Duty Liquid	O-C-1824
6.	Cleaning Compound, Septic Tank (Enzyme Bacteria Type for Drains)	A-A-11
7.	Cleaning, Compound, Stone and Marble	P-C-447C
8.	Cloth, Cheesecloth, Cotton, Bleached and Unbleached	CCC-C-440E
9.	Cloths, Cleaning Treated (Rental Service)	DDD-C-0040E
10.		CCC-C-001375A
11.	Detergent, General Purpose (Spray-On, Wipe-Off)	P-D-1747C
	Detergent, General Purpose	P-D-220D
13.	Disinfectant-Detergent, General Purpose (IODOPHOR)	A-A-1440
	Disinfectant-Detergent, General Purpose (Pheonolic Type)	A-A 1439
15.	Disinfectant-Detergent, General Purpose (Quaternary	A-A-1441
	Ammonium Compound)	
	Dust Mop Treating Compound	P-D-800C
17.	Fertilizer, Mixed, Commercial or Urea	O-F-241D
18.	Finish, Floor, Water-Emulsion (For use on light colored floors)	P-F-430C
10	Glass Cleaner (Liquid and Aerosol)	P-G-40A
	Paper, Toilet Tissue	UU-P-00556K
	Polish, Furniture	P-P-553B
	Polish, Metal	P-P-556D
	Remover, Floor Polish (Resin Type and Wax)	P-R-1760
	Rodenticide, Bait, Anticoagulant	O-R-500D
25.		P-S-311E
	Sealer, Surface, Floor Water-Emulsion	TT-S-223B
	Sealer, Surface Renewer for Wood and Sealer for Concrete	TT-S-178B
	Soap, Toilet (Cake and Powdered)	A-A-48, A-A-49, A-A-50
	Soap, Toilet (Liquid and Paste)	P-S-624H
	Towels, Paper	UU-T-591F
	Wax General Purpose, Solvent Type	P-W-158E

Copies of the above specifications can be obtained from: Business Service Center

Regional Office Bldg, Rm 1050 7th & D Street, SW Washington, DC 20407

# **KEY PERSONNEL RESUME**

This resume is pertinent to the experience and professional background of the Contractor's key personnel. A resume must be completed for those individuals designated as key personnel to be assigned to this contract.

PROPOSED POSITIO	N TITLE:			
EMPLOYEE'S NAME	::			
CURRENT POSITION	WITH THE CONTRA	CT FIRM:		
TIME IN CURRENT F	POSITION (YEARS, M	ONTHS): _		
ANNUAL SALARY:				
RESPONSIBLE FOR	ΓHE WORK OF		_ PERSONS.	
DESCRIPTION AND	SCOPE OF CURRENT	JOB:		
WORK EXPERIENCE	(Past 5 years in chrono	ological orde	er):	
<u>Date From - To</u>	Job Title	Company Address	7	Supervisor Telephone #

EDUCATION SUMMARY (High School, College, Specialized Trade Institution, Address, Periods of Attendance, Credit, Degree, Certificates):

# STATEMENT OF WAGE RATES AND FRINGE BENEFITS

COMPARABLE RATES: Reference paragraph k(2) of GSA Form 2166.

The Service Contract Act as amended required the contracting agency to state comparable rates which employees would be paid if employed by the Government. These rates are for information only and do not control the rates to be paid under the contract. The following classes of service employees expected to be employed under the contract would, if employed by the Government, be paid not less than the following:

Employee Class	Hourly Monetary Wage	% of Basic Hourly Rate as Fringe Benefits
WG-01, Step 2	\$ 6.22	Retirement, 24.7%
WG-02	\$ 6.61	Health Insurance, 3.5%
		Life Insurance, .5%

## SICK LEAVE PROVIDED BY LAW:

13 days of sick leave per year

#### PAID HOLIDAYS PROVIDED BY LAW:

<ul> <li>New Year's Day</li> </ul>	<ul> <li>Independence Day</li> </ul>	<ul> <li>Veteran's Day</li> </ul>
<ul> <li>Martin Luther Kings Birthday</li> </ul>	<ul> <li>Labor Day</li> </ul>	<ul> <li>Thanksgiving Day</li> </ul>
<ul> <li>Washington's Birthday</li> </ul>	<ul> <li>Columbus Day</li> </ul>	<ul> <li>Christmas Day</li> </ul>
<ul> <li>Memorial Day</li> </ul>		

#### VACATIONS OR PAID LEAVE AS PROVIDED BY LAW:

- (1) 2 hours of annual leave each week for an employee with less than three years of service.
- (2) 3 hours of annual leave each week for an employee with three but less than fifteen years of service.
- (3) 4 hours of annual leave each week for an employee with 15 or more years of service.

#### WAGE DETERMINATION:

Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this Invitation for Bid/Request for Proposal must be paid the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determination No. 86-1245 (Rev.4). This determination was issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4.3 of 29 CFR Part 4.

## **WAGE DETERMINATION**

US. DEPT. OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, DC 20210  REGISTER OF WAGE DETERMINATION UNDER THE CONTRACT ACT By direction of the Secretary of Labor	LOCALITY	TY State: District of Columbia-Maryland- Virginia  Area: Capital City Metropolitan Area*4		<u>VA</u>
Alan L. Moss Division of Wage Director Determination	Wage Det	ermination Number:	86-1245 (Rev 5)	Date: 04/01/92
		FRING	E BENEFIT PAY	MENTS
CLASS OF SERVICE EMPLOYEE  General Services and Support Occupations,	MINIMUM HOURLY WAGE Transportation,	HEALTH & WELFARE  Miscellaneous	VACATION	HOLIDAY
<ol> <li>Janitor, Porter, Cleaner</li> <li>Refuse Collector</li> <li>Housekeeping Aid II</li> <li>Housekeeping Aid I</li> <li>Window Cleaner</li> <li>Homemaker</li> </ol> Fringe benefits applicable to class of service	\$5.19 \$6.03 \$5.86 \$5.42 \$7.20 \$6.80	*1	*2	*3

<sup>\*1: \$.59</sup> an hour or \$23.60 a week or \$102.26 a month.

- \*2: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed and with predecessor contractors in the performance similar work at the Federal facility. (Reg 4.173)
- \*3: 10 paid holidays per year: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
- \*4: DC: Washington, DC (001) and Capital City, DR (002)
  - MD: Counties of Calvert (009), Charles (077), Frederick (021), Montgomery (031), Prince Georges (033), and St. Mary's (037)
  - VA: Counties of Arlington (013), Fairfax (59), Fauquier (061), King George (079), Loudon (107), Prince William (153), and Stafford (179). Independent cities of Alexandria (201), Fairfax (267), and Falls Church (217)

S E C T I O N

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# RESPONSIBILITY DETERMINATION FCA88-92-IFB-2121

Profitable Building Services, Inc.

In accordance with FAR 9.1, an affirmation of responsibility has been made based on the following:

1.	<u>Finar</u>	ncial Resources [FAR 9.104-1(a)]	
	See:	GSA Form 527 D&B Report (Rating CB-2) Financial Analysis	X X X
2.	<u>Capa</u>	city, Performance Record, Experience [FAR 9.104-1(b)]	
	See:	GSA Form 527 D&B Report Reference Check	X X X
3.	Integ	rity and Business Ethics [FAR 9.104-1(d)]	
	See:	Reference Checks (Attached)	<u>X</u>
	In ad Progr	dition, this company is not cited in the list of Parties Excluded form Procurement rams.	
4.	Other	r Responsibility Standards (if applicable). Describe/comment:	
	None		

#### CONTRACTOR'S REFERENCE CHECK

Profitable Building Services, Inc. FCA88-92-IFB-2121

- (1) A. **Type and Location:** Custodial contract with the Department of Housing and Urban Development, Federal Building No. 16, Washington, DC.
  - B. **Period and Dollar Amount**: October 1, 1990 to September 30, 1991 with 1 option year; current yearly price \$212,740.00.
  - C. **Name and Position of Contact:** Ms. Althea Bently, Contract Administrator, (202) 535-1916.
  - D. **Performance Comments:** Ms. Bently has experienced no problems with Profitable and rates the company's performance as satisfactory.
- (2) A. **Type and Location:** Custodial Contract with NPS, Federal Building #14, Washington, DC.
  - B. **Period and Dollar Amount**: November 15, 1990 to November 14, 1991 (Option Lot I); current yearly price \$576,168.00.
  - C. **Name Position of Contract:** Ms. Linda Jacobson, Technical Manager, (202) 557-1221.
  - D. **Performance Comments:** Ms. Jacobson reported that Profitable is "great"! She has experienced no problems with their performance, has had to take few deductions and only for minor deficiencies. She added that the contractor complies with her requests, and she wishes that they could provide services in all their buildings.
- (3) A. **Type and Location**: Custodial Contract with NCR, Federal Building #22, Washington, DC.
  - B. **Period and Dollar Amount:** January 1, 1992 to December 30, 1992 (2nd year option); current yearly price \$168,233.00.
  - C. Name and Position of Contract: Mr. Roger Naylor, Building Manager, (202) 111-9821.
  - D. **Performance Comments:** Mr. Naylor has experienced no major problems with Profitable's performance, only the usual minor occurrences. He said that the contractor keeps up-to-date with their periodic schedules fairly well which is an area of emphasis of the agency.

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#### COMPARATIVE PRICE ANALYSIS NARRATIVE

# FCA88-92-IFB-2121 Federal Building #3, Capital City, DR

Profitable Building Services, Inc. is the low responsive, responsible bidder on the above referenced solicitation. Their total estimated price for the initial year is \$375,732 and \$2,076,132 for an aggregate bid price. The following price analysis chart is a comparison of six competitive sealed bid contracts awarded that were similar in scope:

Contract	Price	NCA(SF)	Cost/SF	Weighted Labor Rate	Offered Productive Hours	Extimated Productive Hours	Ratio Offered Estimate
	(A)	(B)	(C)=(A-B)	(D)	(E)	(F)	(G)=(E/F)
A	409,225	488,540	.84	6.90	47,446	76,500	.62
В	398,830	429,962	.93	9.84	34,425	39,866	.81
C	226,367	429,962	.55	6.90	26,246	36,310	.72
D	201,000	358,179	.56	7.06	22,776	32,695	.70
E	327,852	518,098	.63	6.90	38,012	52,305	.73
F	362,256	291,323	1.24	7.90	30,188	40,295	.75

The cost per square foot for Profitable's yearly price is \$.63 and the ratio of contractor productive hours to the Government's estimated productive hours is .79, both of which fall within the acceptable ranges of \$.55-\$1.24 (cost per square foot) and .62 to .81 (ratio).

Based on the foregoing, Profitable's bid price is considered to be fair and reasonable compared to similar contracts.

See Attachment A.

# ATTACHMENT A

(Arranged according to aggregate bids)

COMPANY	INITIAL	OPTION I	OPTION II	OPTION III	<b>OPTION IV</b>	AGGREGATE
Bidder A*	247,992	n/a	n/a	n/a	n/a	n/a
Bidder B*	335,000	345,000	354,999	365,000	375,000	1,775,000
Profitable	375,732	394,512	484,240	434,952	456,696	2,076,132
Bidder C*	457,258	n/a	n/a	n/a	n/a	n/a
Bidder D	634,488	634,488	634,488	634,488	634,488	3,172,440
Bidder E	694,391	694,391	694,391	694,391	694,391	3,471,959
Bidder F	644,671	709,138	840,051	858,057	878,056	3,929,973

<sup>\*</sup> Bidders A and C submitted nonresponsive proposals but are included for comparison purposes. Bidder B was found to be financially nonresponsible.

S E C T I O N

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# PROFITABLE BUILDING SERVICES, INC. 9191 Crosstown Blvd., Capital City, DR 11811 (101) 595-0202

December 4, 1992

Federal Contracting Administration (PDQ) 1000 First Street, Room 3333 Capital City, DR 11777

Ref: Solitation No. FCA88-92-IFB-2121

Custodial Services Federal Building #3 Capital City, DR 11811

## Gentlemen:

This is to verify that our prices for the project are correct:

Base Bid: \$31,311 per month
Option Lot I: \$32,876 per month
Option Lot II: \$34,520 per month
Option Lot III: \$36,246 per month
Option Lot IV: \$38,058 per month

Sincerely,

John Mahoney General Manager



# FEDERAL CONTRACTING ADMINISTRATION

November 25, 1992

Profitable Building Services, Inc. 9191 Crosstown Blvd.
Capital City, DR 11811

Dear Mr. Mahoney:

This is in reference to your bid submitted in response to FCA88-92-IFB-2121 for providing custodial services at Federal Building #3, Capital City, DR.

Your bid appears to be unusually low in comparison to the Government's estimate. Please review the requirements of the solicitation including supplies, materials, and equipment for providing the service. In addition, review the personnel requirements and wage determination number 86-1245 (Rev 5) which specifies the wages and fringe benefits to be paid to employees working on this contract.

If no mistake has occurred, please verify your bid as submitted. If a mistake is alleged, you must submit original documentation to substantiate the mistake, the manner is which it occurred, and the actual bid intended.

Please furnish you reply to the following address by close of business December 15, 1992.

Federal Contracting Administration (PDQ) 1000 First Street, Room 3333 Capital City, DR 11777

If you have any questions regarding this request, contract me at (101) 510-6543.

Sincerely,

Robert E. Jones Procurement Specialist

S E C T I O N

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REQUISITION FOR EQUIPMENT	, OR SERVICES				1. PA	1. PAGE 1	
2. REQUISITION NUMBER 3. STOCKROOM CONTROL NO. 2PN42-031	4. STOCKROOM	CODE NO.	5. I	DATE PRI 8/13		6. JC	OB NUMBER
7. TO (Stockroom – name and address)  Contracts Division Federal Contracting Administration		8. FROM (Requisitioning point – name and location)  Federal Office Bldg #3 Captial City, DR					
9. ALLOTMENT AND EXPENSE ACCOUNTS CHARGEABLE 192.9.P1124047.61.31.A11.620 MD0035AG		10. SIGNATURE OF APPROVING OFFICER Annete Bloom					
11. FOR INFORMATION CALL (name, telephone number, and extension A. Bloom	on)	12. TITLE OF APPROVING OFFICER Executive Assistant					
FORM OR STOCK NUMBER DESCRIPTION OF ARTICLES (13) (14)	OR SERVICES	QUAN (15		UNIT (16)	UNIT PRICI (17)		AMOUNT (18)
Request Janitorial Services for I Bldg #3, Capital City, DR. Pro supervision, material supplies a necessary to satisfactorily perfo services for a period of one year become effective Feb. 1, 1993, 1994. Present contract expires I In addition to 6 utility hours per previously, our tenant activity h	Request Janitorial Services for Federal Office Bldg #3, Capital City, DR. Provide all labor, supervision, material supplies and equipment necessary to satisfactorily perform janitorial services for a period of one year. Services to become effective Feb. 1, 1993, through Jan. 31, 1994. Present contract expires Jan. 31, 1993.  In addition to 6 utility hours per day provided previously, our tenant activity has requested 10 additional utility hours per week to be used at their disposal only.			MOS	39,24	6	470,960
20. DELIVER TO (Give complete address, including ZIP Code)	TOTAL AMOUNT R						
Federal Office Bldg. #3 Capital City, DR	21. SHIPPED VIA  G FRIEGHT  G PARCE		RCEL PO	EL POST GEXPRESS			$\mathbf{G}$ mail
	22. FILLED BY				HECKED BY ATE SENT		
27. THE ABOVE ITEMS OR SERVICES WERE RECEIVED EXCEPT SIGNATURE  Carl Customs  NOTE: Acquisition of nonexpendable items are to be fully justified on fa	TITLE E	DATE Building Manager					

#### **EXHIBIT 2A**

# CLEANING WORK AND QUALITY REQUIREMENTS

# **CLEANING REQUIREMENTS**

# **QUALITY REQUIREMENTS**

- 1. <u>Toilet Rooms</u> (Includes private toilet rooms and lounge areas):
  - A. <u>Daily</u>:
  - (1) Sweep and wet mop or scrub floor utilizing a cleaner-disinfectant. Vacuum carpet floor area in the vestibule.
  - (2) Clean all fixtures including metal and chrome surfaced water closets, urinals, washbasins, shower stalls, mirrors, waste receptacles, shelving, dispensers and wall surfaces, utilizing a cleaner-disinfectant. Raise water closet seats.
  - (3) Empty waste receptacles, service all existing paper towel, soap, toilet paper and seat cover dispensers. Empty, clean and disinfectant sanitary napkins receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal.

<u>SWEEPING</u>, <u>WET MOPPING SCRUBBING</u>: The floors shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

<u>FIXTURE CLEANING</u>: Fixtures and metal surfaces (washbasins, urinals, toilets, shower stalls, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

<u>SERVICING</u>: All supplies shall be provided and waste receptacles shall be emptied and sanitary napkin dispensers empties, cleaned, disinfected and new bags inserted.

# **CLEANING REQUIREMENTS**

# **QUALITY REQUIREMENTS**

- 1. Toilet Rooms, Daily (Cont'd):
  - (4) Spot-Clean other surfaces and dust horizontal surfaces.

<u>SPOT CLEANING</u>: Smudges, marks or sport shall have been removed without causing unsightly discoloration.

<u>THOROUGH DUSTING</u>: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, sport or smudges on dusted surfaces caused by dusting tools When inspected with a flashlight, there shall be few traces of dust on any surface.

(5) During the day empty waste receptacles and service dispensers, police rooms and clean washbasins as traffic demands.

<u>SERVICING</u>: See Quality Requirements outlined in paragraph 1A(3) above.

<u>NOTE</u>: The contractor shall service all toilet rooms to maximum capacity during the afternoon of the last day of the contract period. Dispenser stock of paper supplies and hand soap remaining at the termination of the last official work day shall be removed.

<u>POLICING</u>: Toilet rooms shall be free of all paper, trash, empty bottles and other discarded material.

# B. Weekly:

Damp mop and spray buff all resilient floors.

<u>DAMP MOPPING AND SPRAY BUFFING</u>: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area should have a uniform lustre.

# **QUALITY REQUIREMENTS**

# 1. <u>Toilet Rooms</u> (Cont'd):

# C. Every Two Months:

Damp wipe the full surface area of all stall partitions, doors, window frames, sills, and wastepaper receptacles utilizing a multipurpose (disinfectant-deodorizer) cleaner.

<u>DAMP-WIPING</u>: All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.

# D. <u>Semi-Annually</u>:

Strip and apply four coats of floor finish to resilient floors.

<u>STRIPPING</u>: All old finish or was shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks. There shall be no buildup in corners or crevices.

<u>FINISHING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks and skipped areas.

# E. <u>Annually</u>:

Strip and seal all hard floors

<u>STRIPPING</u>: See Quality Requirements outlined in paragraph 1D above.

<u>SEALING</u>: Sealant must adhere to the floor. All floor areas must be evenly coated. Spots and stains shall be eliminated.

# **QUALITY REQUIREMENTS**

# **CLEANING REQUIREMENTS**

2. Room Cleaning (Includes all office areas, class rooms, file rooms, libraries, conference rooms, ADP areas, women's lounge, mailroom, labs, health units, executive space and the corridor space adjacent to these areas.):

# A. <u>Daily</u>:

(1) Empty wastebaskets and remove trash to designated disposal area. Empty ashtrays into a separate metal container and damp wipe. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided. Sealable wastepaper shall be collected and placed in the wastepaper room on the loading platform for removal by others. Clean the rooms used for the collection of solid wastes. Search wastepaper to recover lost valuable or sensitive documents, as necessary. Wash or steam clean all cans used for collection or food remnants, inside and out. (Note: Carts and containers used for the collection and/or storage of waste material shall be of noncombustible or flame resistant construction.)

SOLID WASTE COLLECTION: All solid wastes generated in the building except solid wastes generated in the cafeteria, if any, shall be collected and removed to storage areas designated for trash by the contracting officer's representatives.

<u>DAMP WIPING (ASHTRAYS)</u>: Ashtrays shall be free of dirt, dust, streaks, and spots.

<u>PORCELAIN WARE CLEANING</u>: Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

# **QUALITY REQUIREMENTS**

#### 2. Room Cleaning, Daily (Cont'd):

<u>DAMP WIPING (MIRRORS)</u>: Mirrors shall be clean and free of dirt, dust, streaks and spots.

(2) Clean both sides of plate glass entrance doors to offices within the building.

<u>INTERIOR GLASS CLEANING</u>: Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime and shall be cloudy.

- (3) In office areas, classrooms, file rooms, libraries, conference rooms, mailrooms, Labs and ADP areas:
  - (a) Sweep bar floor and vacuum carpet traffic patterned areas and extend the sweep or vacuum to remove obvious dirt from around and under furniture.

<u>VACUUMING</u>: Carpet surfaces shall be free of obvious dirt, dust and other debris.

<u>NOTE</u>: For the purpose of this contract, whenever the term carpet or carpeting is used, it is intended to include wall to wall carpeting as well as room size rugs and area rugs.

(b) Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly require dusting.

<u>SWEEPING</u>: Floor Surfaces shall be free of obvious dirt or debris.

<u>DUSTING</u>: Available horizontal surfaces shall be free of obvious dust.

## 2. Room Cleaning, Daily (Cont'd):

(4) In executive space and health units thoroughly dust all horizontal surfaces of furniture and clean glass desk tops. Thoroughly vacuum full rug area and sweep full floor area daily. Clean washbasins and mirrors, as necessary; supply paper towels where dispensers are provided.

<u>NOTE</u>: In dusting of horizontal spaces, working papers shall not be disturbed. However, desk type items shall be lifted and dust removed from the surrounding areas.

<u>THOROUGH DUSTING</u>: There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.

<u>DAMP WIPING (GLASS DESK TOPS)</u>: Glass desk tops shall be free of dirt, dust, streaks and spots.

<u>THOROUGH VACUUMING</u>: Carpets, including corners, shall be clean and free from dust balls, dirt and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.

<u>THOROUGH SWEEPING</u>: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators, under furniture or behind doors.

## **QUALITY REQUIREMENTS**

#### 2. Room Cleaning, Daily (Cont'd):

(5) Spot carpet to remove all stains in all office areas.

**CARPET SPOTTING:** Excessive buildup spillages or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting.

(6) Spot clean wall surfaces within approximately 70 inches of <u>SPOT CLEANING</u>: Smudges marks, or spots, shall have the floor.

been removed without causing unsightly discoloration.

- B. Weekly: In executive space and health unit.
  - (a) Thoroughly dust all vertical surfaces and under surfaces of THOROUGH DUSTING: See quality requirements furniture (knee wells chair rungs, table legs, etc.)

outlined in paragraph A (4).

(b) Damp wipe both sides of glass indoors, partitions, and bookcases, and any other glass within approximately 70 inches of the floor.

**INTERIOR GLASS CLEANING:** See quality requirement outlined in paragraph 2A(2).

# C. Every Two Weeks:

Damp mop and spray buff all hard and resilient flooring.

DAMP MOPPING AND SPRAY BUFFING: Floors shall be free of streaks, mop strand marks and skipped area. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area shall have a uniform lustre.

## **QUALITY REQUIREMENTS**

## D. Room Cleaning, Monthly:

- (1) In office areas, class rooms, file rooms, libraries, conference rooms mailroom, Labs, women's lounge and ADP areas:
  - (a) Thoroughly dust horizontal surfaces of furniture and all wall surfaces within approximately 70 inches of the floor and vertical surfaces and under surfaces (knee wells, chair rungs, table legs, etc.). Clean glass desk tops.

<u>THOROUGH DUSTING</u>: See Quality Requirement outlined in paragraph 2A(4) above.

(b) Thoroughly vacuum carpets with vacuum cleaners equipped with brushes and/or beater bars.

<u>THOROUGH VACUUMING</u>: See Quality Requirement outlined in paragraph 2A(4) above.

(c) Sweep full floor area.

<u>THOROUGH SWEEPING</u>: See Quality Requirement outlined in paragraph 2A(4) above.

(2) Spot clean wall surfaces within approximately 70 inches of the floor.

<u>SPOT CLEANING</u>: Smudges marks, or spots shall have been removed without causing unsightly discoloration.

- E. <u>Semi-Annually</u>: In office areas, classrooms, file rooms, libraries, conference rooms and ADP areas.
  - (1) Damp wide glass in interior office doors, partitions and bookcases.

<u>INTERIOR GLASS CLEANING</u>: See Quality Requirement outlined in paragraph 2A (2) above.

## **QUALITY REQUIREMENTS**

## 2. Room Cleaning, Semi-Annually (Cont'd):

(2) Strip, wax and buff <u>wood</u> flooring. Water solutions shall not be used on wood flooring.

<u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks.

<u>WAXING AND BUFFING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform lustre.

## G. Annually:

Strip and apply four coats of floor finish to all flooring.

<u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust burns or scuff marks.

<u>FINISHING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have uniform lustre.

## **QUALITY REQUIREMENTS**

#### 2. Room Cleaning (Cont'd):

- H. <u>Services to be Performed as Required to Maintain Quality</u> Standards:
  - (1) Wash, damp wipe, or provide plastic liners for wastebaskets to keep them in an acceptable condition.

(2) Wipe down and treat surfaces of wood paneling

<u>CLEANING WASTEBASKETS</u>: Wastebaskets shall be free of dust, debris and residue. Plastic liners shall not be torn, worn or contain residue.

<u>CLEANING WOOD PANELING</u>: Paneling shall be free of dirt, dust, streaks and spots.

3. <u>Main Entrances, Main Lobbies and Main Corridors (Including tunnel between FB#3 and FB#4)</u>:

#### A. Daily:

(1) Sweep bare floors and vacuum carpeted floor areas. Clean and polish metal doorknobs, push bars, kick plates, railings and other metal surfaces; clean and polish wood handrails, doors and other wood surfaces; clean spots and marks off walls, dust all surfaces within approximately 70 inches from the floor.

<u>THOROUGH SWEEPING</u>: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators, under furniture or behind doors.

<u>THOROUGH VACUUMING</u>: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.

# **QUALITY REQUIREMENTS**

3. Main Entrances, Main Lobbies and Main Corridors (Cont'd):

<u>METAL POLISHING</u>: Metal surfaces shall be free of smears, stains and finger marks. They shall be clean and bright and polished to a uniform lustre.

<u>WOOD POLISHING</u>: Wood surfaces shall be clean and free of smudges and residue.

<u>SPOT CLEANING</u>: Smudges, marks or spots shall have been removed without causing unsightly discoloration.

<u>THOROUGH DUSTING</u>: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.

## **QUALITY REQUIREMENTS**

- 3. Main Entrances, Main Lobbies and Main Corridors (Cont'd):
  - (2) Damp mop and spray buff all hard and resilient floors.

<u>DAMP MOPPING AND SPRAY BUFFING</u>: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area should have a uniform lustre.

(3) Clean both sides of entrances door glass and glass surroundings entrance doors within reach.

<u>GLASS CLEANING</u>: All glass shall be clean and free of dirt, grime, dust, streaks, watermarks and spots and shall not be cloudy.

## B. Quarterly:

(1) Clean and polish all door thresholds.

<u>CLEANING THRESHOLDS</u>: Thresholds shall be clean and free of oil, grease, dirt and grime.

## **QUALITY REQUIREMENTS**

- 3. Main Entrances, Main Lobbies and Main Corridors (Cont'd):
  - (2) Damp wipe and polish marble wall surfaces and stone wainscoting.

DAMP WIPING (MARBLE WALLS AND STONE WAINCOTING): Surface shall be clean and free of hand marks, smudges, dirt, dust and spots.

#### C. <u>Semi-Annually</u>:

Strip and apply four coats of floor finish to all hard and resilient <u>STRIPPING</u>: All old finish or wax shall have been floors. Strip and apply four coats of floor finish to all hard and resilient <u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, I

<u>NOTE</u>: Additional coats of finish may be required between this frequency in order to met the quality requirements identified in 3A(2).

<u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks. Water solutions shall not be used on wood flooring.

<u>FINISHING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform lustre.

- 4. <u>Secondary Entrances, Secondary Lobbies and Secondary Corridors</u> (Including lounges in restrooms adjacent to corridors):
  - A. <u>Daily</u>:
    - (1) Sweep bare floors and vacuum carpet floor area.

<u>THOROUGH SWEEPING</u>: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators or behind doors.

## **QUALITY REQUIREMENTS**

# 4. <u>Secondary Entrances, Secondary Lobbies and Secondary Corridors</u> (Cont'd):

<u>THOROUGH VACUUMING</u>: Carpet shall be clean and free from dust balls, dirt and other debris.

(2) Damp mop to remove all foreign matter including spillages.

<u>DAMP MOPPING</u>: Floor shall present an overall appearance of cleanliness and shall not show areas of spillages, dirt or foreign matter.

#### B. Weekly:

Damp mop and spray buff all hard and resilient floors.

<u>DAMP MOPPING SPRAY BUFFING</u>: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area shall have a uniform lustre.

#### C. Every Two Weeks:

Polish kick plates, push plates push bars, handrails, doorknobs and other metal surfaces.

<u>POLISHING</u>: Metal surfaces shall be clean and free of lustrous appearance.

# D. Monthly:

Clean both sides of entrances door glass and glass surrounding entrance doors within reach.

<u>GLASS CLEANING</u>: All glass shall be clean and free of dirt, grime, dust, streaks, water marks and spots and shall not be cloudy.

#### **QUALITY REQUIREMENTS**

- 4. <u>Secondary Entrances, Secondary Lobbies and Secondary Corridors</u> (Cont'd):
  - E. Quarterly:
    - (1) Clean and polish all door thresholds.

<u>CLEANING THRESHOLDS</u>: Thresholds shall be clean and free of oil, grease, dirt and grime.

(2) Damp wipe and polish marble wall surfaces and stone wainscoting.

<u>DAMP WIPING (MARBLE WALLS AND STONE</u> <u>WAINSCOTING)</u>: Surfaces shall be clean and free of hand marks, smudges, dirt, dust and spots.

(3) Spot clean wall surfaces within approximately 70 inches of the floors.

<u>SPOT CLEANING</u>: Smudges, marks or spots shall have been removed without causing unsightly discolorations.

#### F. Annually:

Strip and apply four coats of floor finish to resilient floors. Strip, seal and apply four coats of finish to hard floors. <u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks. Water solutions shall not be used on wood flooring.

<u>NOTE</u>: Additional coats of finish may be required between this frequency in order to meet the quality requirements identified in 4B.

<u>FINISHING</u>: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks and skipped areas.

<u>SEALING</u>: See Quality Requirement as outlined in paragraph 1E above.

## **QUALITY REQUIREMENTS**

## CLEANING REQUIREMENTS

# 5. <u>Stairways</u>:

#### A. Three Times Weekly:

Sweep or vacuum stair landings and steps. Dust railings, ledges, grilles, fire apparatus, doors and radiators.

# <u>DUSTING</u>: Railings, ledges, grilles, fire apparatus, doors and radiators shall be dust free.

the corners clean.

#### B. Monthly:

Wet mop or scrub steps, risers and landings; clean glass surfaces and polish bright metal and woodwork. Spot clean walls to a height of approximately 70 inches.

# <u>SWEEPING OR VACUUMING STAIRWAYS</u>: Landings and treads shall be free of dirt, dust, and other

loose foreign matter.

<u>WET MOPPING OR SCRUBBING</u>: Steps, risers and landings shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and

<u>CLEANING (GLASS)</u>: Glass shall be clean and free of dirt, dust, streaks, and spots.

<u>BRIGHT METAL POLISHING</u>: Bright metal surfaces shall have a polished and lustrous appearance.

# **QUALITY REQUIREMENTS**

6.	<u>Loading <i>P</i></u>	<u>Areas</u> (Inc	ludes plat	tforms and	docks):	

A. <u>Daily</u>:

Sweep.

<u>SWEEPING</u>: Loading areas shall be clean and free of rash, debris and foreign matter. No dirt shall be left in corners, crevices or where sweepings were picked up.

B. Quarterly:

Wet mop or scrub.

<u>WET MOPPING AND SCRUBBING</u>: Area shall be clean and free of dirt, string, gum, grease, tar, oil spots, etc., and present and overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

C. Annually:

Strip and seal.

<u>STRIPPING AND SEALING</u>: See Quality Requirement as outlined in paragraph 1-E above.

## **QUALITY REQUIREMENTS**

#### 7. Garages:

#### A. Three Times Weekly:

Police.

<u>POLICING</u>: Garages and ramps shall be clean and free of trash and foreign matter. No dirt shall be left where sweepings were picked up.

#### B. Monthly:

Sweep garages and garages ramps.

<u>THOROUGH SWEEPING</u>: Garages and ramps shall be clean and free of trash and foreign matter. No dirt shall be left where sweepings were picked up.

# C. Quarterly:

Wet mop or scrub garages, ramps and driveways within the building confines.

<u>WET MOPPING AND SCRUBBING</u>: The floors shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, oil spots, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

## D. Annually:

Strip and seal all hard floors surfaces.

<u>STRIPPING</u>: See Quality Requirement as outlined in paragraph 1D above.

<u>SEALING</u>: See Quality Requirement as outlined in paragraph 1E above.

#### 8. <u>Passenger Elevators</u>:

#### A. <u>Daily</u>:

Clean all surfaces in the interior of the car, including floor track, and polish bright metal surfaces. Clean exterior surfaces of all doors and frames. Vacuum carpets, damp mop and spray buff resilient floors.

<u>DUSTING (INTERIOR ELEVATOR SURFACES)</u>: All vertical and horizontal surfaces shall be clean and free of dirt and dust.

<u>DAMP WIPING (INTERIOR AND EXTERIOR</u> <u>ELEVATOR SURFACES)</u>: Surfaces shall be clean and free of finger marks and smudges.

<u>BRIGHT METAL POLISHING</u>: Bright metal surfaces shall have a polished and lustrous appearance.

<u>VACUUMING</u>: Elevator carpets shall be free of dust balls, dirt and other debris.

## **QUALITY REQUIREMENTS**

#### 8. <u>Passenger Elevators</u> (Cont'd):

<u>DAMP MOPPING AND SPRAY BUFFING</u>: Floors shall be free of streaks, mop strand marks and skipped area. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area should have a uniform lustre.

#### B. <u>Semi-Annually</u>:

Strip and apply all four coats of floor finish to all flooring.

<u>STRIPPING</u>: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks.

<u>FINISHING</u>: Doors, walls and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform lustre.

# 9. Freight Elevators:

#### A. <u>Daily</u>:

Sweep floors.

SWEEPING (FREIGHT ELEVATORS): Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, crevices, door tracks or where sweepings were picked up.

## **QUALITY REQUIREMENTS**

## 9. Freight Elevators (Cont'd):

B. Weekly:

Wet mop or scrub.

<u>WET MOPPING OR SCRUBBING</u>: All dirt, debris and residue shall have been removed and present an overall appearance of cleanliness.

C. <u>Semi-Annually</u>:

Strip and apply four coats of floor finish to resilient floors.

<u>STRIPPING</u>: See Quality Requirement outlined in paragraph 8B above.

<u>FINISHING</u>: See Quality Requirement outlined in paragraph 8B above.

## 10. Escalators (RESERVED)

# 11. Ash Receptacles:

## A. <u>Daily</u>:

Empty and clean ash receptacles in all entrances, lobbies and corridors.

<u>CLEANING ASH RECEPTACLES</u>: Cigarette butts, matches and other discarded material shall be removed from the receptacle and the receptacle wiped so that it is free of dust, ashes, odors, tar streaks and nicotine stains.

## **QUALITY REQUIREMENTS**

# 12. <u>Drinking Fountains</u>:

#### A. <u>Daily</u>:

Clean drinking fountains and replenish paper cups where dispensers are provided.

<u>CLEANING DRINKING FOUNTAINS</u>: The porcelain or stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc.

<u>METAL POLISHING</u>: Metal surfaces shall have a polished and lustrous appearance.

#### 13. Guard Booths/Desk:

#### A. Daily:

Empty and damp wipe ashtrays, empty waste-baskets, dust horizontal surfaces of furniture, vacuum carpet and sweep floors. <u>DAMP WIPING (ASHTRAYS) AND SOLID WASTE</u> <u>COLLECTION</u>: See Quality Requirement outlined in paragraph 2A(1) above.

THOROUGH DUSTING, THOROUGH VACUUMING AND THOROUGH SWEEPING: See Quality Requirement outlined in paragraph 2A(4) above.

# 14. Clinical Areas and Clinical Laboratory Areas (RESERVED)

#### 15. Exterior Cleaning:

#### A. Daily:

(1) Sweep entrances, landings, steps and sidewalks adjacent to entrances in the morning before the occupants official starting time as shown in Exhibit 1.

SWEEPING (ENTRANCES, LANDING, STEPS AND ADJACENT SIDEWALKS): Areas shall be free of all dirt and trash. No dirt shall be left where sweepings were picked up.

(2) Police all sidewalks, parking areas, driveways, lawns, etc.

<u>POLICING (GROUNDS AND SIDEWALKS)</u>: Areas shall be free of all paper, trash, empty bottles and other discarded material.

#### B. Mon-Wed-Fri:

Wash down with water hose, outside entrances in the morning before occupants official starting time as shown in Exhibit 1.

#### C. Weekly:

Sweep sidewalks, parking areas and drive-ways, including moats, arcades and courts, weather permitting.

<u>SWEEPING (OUTSIDE AREAS)</u>: Areas shall be clean of all dirt and trash. No dirt shall be left where sweepings were picked up.

## 16. Telephone Areas (Public):

## A. Weekly:

Clean all vertical and horizontal surfaces

<u>CLEANING (TELEPHONE BOOTHS)</u>: Vertical and horizontal surfaces shall be clean and free of dirt, streaks and spots.

## **QUALITY REQUIREMENTS**

## 17. Storage Space:

## A. Monthly:

Sweep the full floor area.

<u>THOROUGH SWEEPING</u>: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators, under furniture or behind doors.

#### 18. Entrance and Elevator Rugs:

## A. Every Two Months:

Clean and shampoo entrance and elevator rugs as required to maintain quality standards but not less than six times a year.

SHAMPOOING (ENTRANCE AND ELEVATOR RUGS): Rugs shall be clean and free of dirt, grime, stains, and excessive buildup and crusted material.

#### 19. Windows and Glass:

#### A. Semi-Annually:

Wash both sides of all exterior building windows, including spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies and vestibules. <u>WINDOW WASHING</u>: Washed glass shall be clean and free of dirt, grime, streaks and excessive moisture and shall not be cloudy. Window sashes sills, woodwork and other surroundings of interior glass shall be wiped free of drippings and other watermarks.

#### 20. Venetian Blinds:

#### A. Annually:

(1) Remove from the building premises all venetian blinds and WASHING (VENETIAN BLINDS) Both sides of wash. Venetian blinds shall be returned and hung within 3 working days. Clean tapes and cords.

venetian blind slats shall be clean and free of dust and water.

(2) Dust or vacuum all venetian blinds at a 6 month interval from washing cycle.

**DUSTING (VENETIAN BLINDS):** Both sides of venetian blind slats shall be free dust.

# 21. High Cleaning:

#### A. Annually:

Clean surfaces and objects in the building approximately 70 inches or more from the floor. This includes but is not limited to the wall and ceiling area, ventilating and air conditioning outlets, transoms, clocks, ceiling moldings, tops of partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, lockers, etc. Damp wipe and dry high surfaces such as transoms, clock glass, picture frames and glass, smudged areas surroundings air grilles, diffusers, etc. Drapes shall be vacuumed in place.

HIGH CLEANING: Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.

#### 22. Hard Floor Maintenance:

#### A. Annually:

In the first 90 days of the initial contract period and any option period, strip, seal and apply four coats of floor finish to <u>all</u> hard floors such as brick, terrazzo, marble, ceramic tile, etc., with the exception of hard floors in restrooms which shall be sealed only. Floors shall be sealed with a penetrating seal which fills the pores of the matrix and becomes a bonded, integral part of the surface. Surfaces shall be slip-resistant.

<u>SEALING</u>: Sealant must adhere to the floor. All floor areas must be coated. Spots and stains will be eliminated.

#### 23. Floor Mats:

# A. <u>Services to be Performed as Required to Maintain Quality</u> Standards:

During inclement weather, lay out floor mats provided by the Government in entrance ways and lobbies. Clean, remove and store mats when no longer required.

<u>CLEANING (FLOOR MATS)</u>: Stored mats shall be clean and free of dirt, grime, stains and excessive buildup and crusted material.

## **QUALITY REQUIREMENTS**

#### 24. ADP Areas:

#### A. General:

Except as indicated in 24B, cleaning in ADP space shall be the same as room cleaning.

## B. <u>Twice Weekly</u>:

Floors shall be damp mopped only.

<u>DAMP MOPPING AND SPRAY BUFFING</u>: Floor shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area should have a uniform lustre.

#### 25. Health Units:

#### A. General:

Except as indicated in 25B, cleaning in health units shall be the same as room cleaning.

#### B. Weekly:

Damp mop and spray buff all hard and resilient floors.

<u>DAMP MOPPING AND SPRAY BUFFING</u>: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished area should have a uniform lustre.

#### 26. <u>Utility Work</u>:

#### A. Daily:

In accordance with Section C, paragraph 2C(2) furnish the contracting officer's representative 6 man-hours per day to perform utility type work. The contractor will provide 10 manhours weekly to the occupant agency.

<u>UTILITY WORK</u>: The work requirements for utility work shall be specified by the contracting officer's representative and accomplished in a timely manner.

- B. The utility man-hours shall be furnished to the location specified by the contracting officer's representative. The work shall include but is not limited to the following activities:
  - (1) Service main lobbies and high public use areas.

<u>SERVICING</u>: Main lobbies and high public use areas shall be free of all paper, trash, empty bottles and other discarded material. Wall hung and floor type ash receptacles shall be neat and presentable. There shall be no evidence of wads of gum, spots of tar, wet area or foreign substances. Drinking fountains and glass surfaces shall be tidy.

- (2) Servicing complaints and performing special cleaning required by vacating of space by building occupants; alterations to the building; special conferences; cleanup work made necessary by toilet floods and similar occurrences.
- (3) Assisting in loading, unloading and distribution of supplies.
- (4) Assisting in moving furniture.

# **QUALITY REQUIREMENTS**

# CLEANING REQUIREMENTS

## 27. Miscellaneous Requirements:

- A. Light shall be used only in areas where and at the time when work is actually being performed.
- B. Mechanical equipment controls for heating, ventilation, and air-conditioning systems will not be adjusted by the workers.
- C. Water faucets or valves shall be turned off after the required usage has been accomplished.
- D. Windows shall be closed and lights and fans turned off when not in use.
- E. Organize and train employees to participate in building fire and civil defense drills.
- F. Report fires, hazardous conditions, and items in need of repair to the contracting officer's representative.
- G. Lock rooms in security area after cleaning and return keys to designated office.
- H. Turn in lost and found articles to the contracting officer's representative.
- I. Assign sufficient daytime staffing to be responsive to complaints related to cleaning.
- J. Notify the Federal Protective Officer on duty when an unauthorized or suspicious person is seen on the premises.
- K. Train and certify sufficient elevator operators to transport personnel, supplies and equipment.

## 28. Special Jobs/Requirements:

A. Carpet Shampooing Requirements.

Carpeted areas will be shampooed following the manufacturers recommended procedures.

<u>CARPET SHAMPOOING</u>: All carpets shall be clean, free of spots, spillages and removable stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing.

- (1) Annually (Lobbies and Corridors):
  - (a) Shampoo carpet areas.
- (2) Every two-years:

Room Cleaning (This includes all remaining space not defined as corridors, or lobbies which must be done annually and elevator and entrance carpeting which must meet the quality requirements previously defined.):

<u>NOTE</u>: Furnishings moved during the carpet shampoo program will be placed in their original position.

(a) One-half (1/2) of the remaining carpeted space shall be shampooed annually following the manufacturers recommended procedures. Within a 2 year period, all space will have been shampooed. The areas selected for service and scheduling will be approved by the COR.

## 28. Special Job/Requirements (Cont'd):

Due to other normal conditions, (types of occupancy, traffic flow, materials of construction, priority areas, unusual design features, etc.) the following requirements are designated as special jobs and become a part of this contract.

#### B. Photo Lab and Dry Lab:

- (1) <u>Daily</u>:
  - (a) Empty ashtrays.
  - (b) Empty trash receptacles.
  - (c) Sweep full floor area twice weekly and spot-sweep 3 remaining days. Epoxy floor area consisting of 150 square feet, shall be thoroughly swept and damp mopped daily.
  - (d) Dusts horizontal surfaces of desks, files and tables <u>daily</u> and other horizontal surfaces <u>twice weekly</u>.

<u>DAMP WIPING (ASHTRAYS)</u>: Ashtrays shall be free of dirt, dust, streaks and spots.

<u>SOLID WASTE COLLECTION</u>: All solid waste shall be collected and removed to trash storage area.

<u>THOROUGH SWEEPING</u>: Floors shall be clean and free of foreign matter. No dirt shall be left in corners, behind radiators or convectors, under furniture or behind doors.

<u>THOROUGH DUSTING</u>: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. When inspected with a flashlight, there shall be few traces of dust on any surface.

## **QUALITY REQUIREMENTS**

<u>DAMP MOPPING</u>: All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.

- 28. Special Jobs/Requirements (Cont'd):
  - (e) Damp mop floor to remove spillages.

Clean washbasins and drinking fountains.

**CLEANING DRINKING FOUNTAINS**: The porcelain or stainless steel surfaces shall be clean and bright, and free of dust, spots, streaks, rust and encrustations.

> PORCELAIN WARE CLEANING: Washbasins shall be e clean and bright, there shall be no dust, green mold, encrustation or excess moisture.

- (2) Weekly (Photo Lab and Dry Lab):
  - (a) Sweep, damp-mop, and spray-buff floors.

**DAMP MOPPING AND SPRAY BUFFING: Floors** shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The finished areas shall have a uniform lustre.

## **QUALITY REQUIREMENTS**

## 28. Special Jobs/Requirements (Cont'd):

## (3) <u>Semi-Annually</u>:

(a) Strip and apply four coats of floor finish to all hard and resilient floors.

STRIPPING: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks. Water solutions shall not be used on wood flooring.

NOTE: All other cleaning in the Photo Laboratory and Dry Laboratory will be accomplished in accordance with the standard for room cleaning.

## C. ADP Area - Vacuum under raised floor area:

- 1. <u>Annually</u> (Below floor cleaning):
  - (a) Vacuum under raised floor by lifting all floor tiles where possible in order to remove dust and debris.
  - (b) Tops of all wiring will be vacuumed and moved from side to side wherever possible to get underneath.
  - (c) Where below floor areas cannot be reached directly, access will be gained by reaching underneath with special vacuum accessories wherever possible.
  - (d) Vacuum all raised floor supports and floor support channels.

#### **EXHIBIT 2E**

#### SNOW REMOVAL AND QUALITY REQUIREMENTS

- 1. <u>Services to be Performed as Required to Maintain Quality</u> Standards:
  - A. Remove snow and ice from all entrances, steps and landings, sidewalks, vehicular courts, parking areas and approaches before building occupants report for work.

The specified areas shall be free of snow and ice accumulations and all hazardous conditions due to the weather shall be eliminated. No snow is to be dumped on or near trees, shrubbery, ground cover, grass areas or flower beds.

- B. The contractor shall furnish the contracting officer's representative with a list of telephone numbers where either he or his authorized representatives may be contacted 7 days per week at any hour of the day or night.
- C. The contractor shall furnish the necessary tools supplies and equipment, including heavy equipment, snow shovels, and other items determined to be needed for the snow removal program.
- D. Chemicals and/or sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be in accordance with Federal specifications.